City of Sunnyvale

Notice and Agenda - Revised

City Council

Tuesday, November 1, 2022	**5:00 PM**	**Telepresence Meeting: City Web Stream | Comcast Channel 15 | AT&T Channel 99**

Special Meeting: Closed Session - 5 PM | Special Meeting: Study Session - 6 PM | Regular Meeting - 7 PM | Regular Meeting: Sunnyvale Financing Authority - 7 PM (or soon thereafter)

Meeting online link: https://sunnyvale-ca-gov.zoom.us/j/96111580540

Special Teleconference Notice

Because of the COVID-19 emergency and the "shelter in place" orders issued by Santa Clara County and the State of California, this meeting of the Sunnyvale City Council will take place by teleconference, as allowed by Government Code Subdivision 54953(e) and Resolution No. 1089-21 (reaffirmed October 25, 2022)

Public Participation

*• Teleconference participation: You may provide audio public comment by connecting to the teleconference meeting online or by telephone. Use the Raise Hand feature to request to speak (*9 on a telephone):*

Meeting online link: https://sunnyvale-ca-gov.zoom.us/j/96111580540
Meeting call-in telephone number: 833-548-0276 | Meeting ID: 961 1158 0540
*(*9 to request to speak | *6 to unmute/mute)*

• Watch the City Council meeting at http://youtube.com/SunnyvaleMeetings or on television over Comcast Channel 15, AT&T Channel 99

• Submit written comments to the City Council no later than 4 hours prior to the meeting start to council@sunnyvale.ca.gov or by mail to:
City Clerk, 603 All America Way, Sunnyvale, CA 94086

• Review recordings of this meeting and past meetings at https://sunnyvaleca.legistar.com/calendar.aspx or http://youtube.com/SunnyvaleMeetings

Accessibility/Americans with Disabilities Act (ADA) Notice

Pursuant to the Americans with Disabilities Act (ADA), if you need special assistance to provide public comment, or for other special assistance; please contact the City at least 48 hours prior to the meeting to enable the City to make reasonable arrangements to ensure accessibility to this meeting. The Office of the City Clerk may be reached at 408-730-7483 or cityclerk@sunnyvale.ca.gov (28 CFR 35.160 (b) (1)).

5 P.M. SPECIAL COUNCIL MEETING (Closed Session)

Call to Order

Call to Order via teleconference.

Roll Call

Public Comment

The public may provide comments regarding the Closed Session item(s). If you wish to address the Council, please refer to the notice at the beginning of this agenda. Closed Sessions are not open to the public.

Convene to Closed Session

A 22-0853 Closed Session held pursuant to California Government Code Section 54957:
PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: City Manager and City Attorney

Adjourn Special Meeting

6 P.M. SPECIAL COUNCIL MEETING (Study Session)

Call to Order

Call to Order via teleconference.

Roll Call

Study Session

The public may provide comments regarding the Study Session item(s). If you wish to address the Council, please refer to the notice at the beginning of this

agenda.

B 22-0009 Sunnyvale Clean Water Program Update

Adjourn Special Meeting

7 P.M. COUNCIL MEETING

Pursuant to Council Policy, City Council will not begin consideration of any agenda item after 11:30 p.m. without a vote. Any item on the agenda which must be continued due to the late hour shall be continued to a date certain. Information provided herein is subject to change from date of printing of the agenda to the date of the meeting.

CALL TO ORDER

Call to Order via teleconference.

ROLL CALL

CLOSED SESSION REPORT

SPECIAL ORDER OF THE DAY

C 22-0972 Small Business Saturday

D 22-0971 Picture Book Month

PRESENTATION

E 22-1068 Update from Bay Area Water Supply and Conservation Agency (BAWSCA) by BAWSCA Chief Executive Officer and General Manager Nicole Sandkulla

Added Oct. 28

ORAL COMMUNICATIONS

This category provides an opportunity for members of the public to address the City Council on items not listed on the agenda and is limited to 15 minutes (may be extended or continued after the public hearings/general business section of the agenda at the discretion of the Mayor) with a maximum of up to three minutes per speaker. Please note the Brown Act (Open Meeting Law) does not allow the Council to take action on an item not listed on the agenda. If you wish to address the Council, please refer to the notice at the beginning of this agenda. Individuals are limited to one appearance during this section.

CONSENT CALENDAR

All matters listed on the consent calendar are considered to be routine and will be acted upon by one motion. There will be no separate discussion of these items. If a member of the public would like a consent calendar item pulled and discussed separately, please refer to the notice at the beginning of this agenda.

1.A 22-0682 Approve City Council Meeting Minutes of October 25, 2022

Recommendation: Approve the City Council Meeting Minutes of October 25, 2022 as submitted.

1.B 22-0190 Approve the List(s) of Claims and Bills Approved for Payment by the City Manager

Recommendation: Approve the list(s) of claims and bills.

1.C 22-0739 Receive and File the FY 2022/23 First Quarter Budget Update

Recommendation: Receive and file the FY 2022/23 First Quarter Budget Update.

1.D 22-0730 Award of Contract to Bear Electrical Solutions, Inc. for Advance Dilemma Zone Detection Phase II and Finding of California Environmental Quality Act (CEQA) Categorical Exemption (PW23-06)

Recommendation: - Award a contract in substantially the same form as Attachment 2 to the report in the amount of $1,038,000 to Bear Electrical Solutions, Inc. of Alviso, CA;
- Make a finding of categorical exemption from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301(c);
- Authorize the City Manager to execute the contract when all necessary conditions have been met; and
- Approve a 5% contingency in the amount of $51,900

1.E 22-0993 Adopt a Resolution Extending the City's Declaration of Local Emergency for COVID-19

Recommendation: Adopt a Resolution Extending the City Manager/Director of Emergency Services' Proclamation of Existence of a Local Emergency (COVID-19).

1.F 22-1058 Reconsider and Affirm Resolution No. 1089-21; and Make Findings Pursuant to Government Code Section 54953(e) (AB

361) to Continue Virtual Public Meetings for the City Council and Boards, Commissions and Council Subcommittees During the COVID-19 State of Emergency

Recommendation: Affirm Resolution 1089-21; and make findings pursuant to Government Code Section 54953(e) (AB 361) to continue virtual public meetings for the City Council and Boards, Commissions and Council Subcommittees during the COVID-19 State of Emergency:
1. The City Council hereby finds that the state of emergency conditions related to COVID-19, as set forth in Resolution No. 1147-22 adopted on September 27, 2022 and incorporated herein by reference, are on-going;
2. The City Council finds that there is a need to continue teleconferencing for public meetings without posting the teleconferencing locations on the agenda and without requiring the teleconference locations to be accessible to the public during the current Governor-proclaimed COVID-19 state of emergency; and
3. The City Council finds that the state of emergency continues to directly impact the ability of members of the City Council, Council Standing Committees, and City Boards and Commissions to meet safely in person.

1.G 22-1061 Adopt Ordinance No. 3201-22 to amend Chapter 16.52 (Fire Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code to Adopt by Reference The 2022 California Fire Code with Local Amendments and Related Findings.

Recommendation: Adopt Ordinance No. 3201-22 to amend Chapter 16.52 (Fire Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code to Adopt by Reference The 2021 California Fire Code with Local Amendments and Related Findings.

1.H 22-1065 Adopt Ordinance No. 3202-22 to amend various Sections of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code to Adopt by Reference the 2022 California Building, Residential, Mechanical, Plumbing, Electrical, Building Standards Administrative, Energy, Historical Building, Existing Building, and Green Building Standards Codes, and

the International Property Maintenance, with Local Amendments and Related Findings.

Recommendation: Adopt Ordinance No. 3202-22 to amend various Sections of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code to Adopt by Reference the 2022 California Building, Residential, Mechanical, Plumbing, Electrical, Building Standards Administrative, Energy, Historical Building, Existing Building, and Green Building Standards Codes, and the International Property Maintenance, with Local Amendments and Related Findings.

ADJOURNMENT TO REGULAR MEETING OF THE SUNNYVALE FINANCING AUTHORITY

7 P.M. (OR SOON THEREAFTER) REGULAR MEETING OF THE SUNNYVALE FINANCING AUTHORITY

Special Teleconference Notice

Because of the COVID-19 emergency and the "shelter in place" orders issued by Santa Clara County and the State of California, this meeting of the Sunnyvale Financing Authority will take place by teleconference, as allowed by Government Code Subdivision 54953(e) and Resolution No. 1105-22FA (reaffirmed October 25, 2022).

Call to Order

Call to Order via teleconference.

Roll Call

Oral Communications

This category provides an opportunity for members of the public to address the Financing Authority Board on items not listed on the agenda and is limited to 15 minutes (may be extended or continued at the discretion of the Board Chair) with a maximum of up to three minutes per speaker. Please note the Brown Act (Open Meeting Law) does not allow the Board to take action on an item not listed on the agenda. If you wish to address the Board, please refer to the notice at the beginning of this agenda. Individuals are limited to one appearance during this section.

Consent Calendar

All matters listed on the consent calendar are considered to be routine and will be acted upon by one motion. There will be no separate discussion of these items. If a member of the public would like a consent calendar item pulled and discussed separately, please refer to the notice at the beginning of this agenda.

2.A 22-1059 Approve Sunnyvale Financing Authority Meeting Minutes of October 25, 2022

Recommendation: Approve the Sunnyvale Financing Authority Meeting Minutes of October 25, 2022 as submitted.

2.B 22-1060 Reconsider and Affirm Resolution No. 1105-22FA; and Make Findings Pursuant to Government Code Section 54953(e) (AB 361) to Continue Virtual Public Meetings for the Sunnyvale Financing Authority During the COVID-19 State of Emergency

Recommendation: Affirm Resolution 1105-22FA; and make findings pursuant to Government Code Section 54953(e) (AB 361) to continue virtual public meetings for the Financing Authority during the COVID-19 State of Emergency:
1. The Financing Authority Board has found and determined that the state of emergency conditions related to COVID-19, as set forth in City of Sunnyvale Resolution No. 1147-22 adopted on September 27, 2022, and incorporated herein by reference, are on-going;
2. The Financing Authority Board finds that there is a need to continue teleconferencing for public meetings without posting the teleconferencing locations on the agenda and without requiring the teleconference locations to be accessible to the public during the current Governor-proclaimed COVID-19 state of emergency; and
3. The Financing Authority Board finds that the state of emergency continues to directly impact the ability of members of the Financing Authority to meet safely in person.

ADJOURN SUNNYVALE FINANCING AUTHORITY MEETING

RECONVENE TO CITY COUNCIL MEETING

PUBLIC HEARINGS/GENERAL BUSINESS

If you wish to speak to a public hearing/general business item, please refer to notice at the beginning of this agenda. Each speaker is limited to a maximum of three minutes. For land-use items, applicants are limited to a maximum of 10 minutes for opening comments and 5 minutes for closing comments.

3 22-1057 Biennial Review of Priority Needs for Human Services and Recommendation to City Council

Recommendation: Alternatives 1 and 3: 1) Approve the list of priority needs as stated in the staff report, excerpted from the City's 2020-2025 Consolidated Plan submitted to the Department of Housing and Urban Development; and, 5) Approve supplemental funding in the amount of $135,000 for human services grants for FY 2023/24 and FY 2024/25..

4 22-0975 Award of Contract to Walsh Construction Company II, LLC for the Water Pollution Control Plant Secondary Treatment and Thickening/Dewatering Project (PW22-17); Amend an Existing Contract with Carollo Engineers, Inc. for Engineering Services During Construction (F23-048); Amend an Existing Contract with Psomas for Construction Management Services (F23-049); Authorize the City Manager to Execute a Lease Agreement with Mobile Modular; and Approve Budget Modification No. 5 in the Amount of $83,217,755.

Recommendation: Alternative 1:
A. Authorize the City Manager to take the following actions:
- Award a construction contract in substantially the same form as Attachment 2 to the report in the amount of $277,872,751 to Walsh Construction Company II, LLC;
- Authorize the City Manager to execute the construction contract when all necessary conditions have been met;
- Approve a 7% construction contingency in the amount of $19,451,093;
- Approve a Third Amendment to a Consultant Services Agreement in substantially the same form as Attachment 3 to the report to increase the contract amount by $6,889,452.03, from $19,598,797.78 to $26,528,249.81 for Carollo Engineers Inc.;
- Authorize the City Manager to execute the Third Amendment to the Consultant Services Agreement with Carollo Engineers Inc., when all necessary conditions have been met;
- Approve a 10% contingency for consultant services with Carollo Engineers Inc. in the amount of $688,945;
- Approve an Amendment to a Consultant Services Agreement in substantially the same form as Attachment 4 to the report in the amount of $16,650,467 to Psomas;
- Authorize the City Manager to execute an Amendment to a Consultant Services Agreement with Psomas, when all necessary conditions have been met;
- Approve a 10% contingency for consultant services with Psomas in the amount of $1,665,047;
- Authorize the City Manager to execute a Lease Agreement with Mobile Modular in the amount of $328,726.56;
- Accept the addendum to the previously certified Program Environmental Impact Report for the Sunnyvale Water Pollution Control Plant Master Plan (SCH #2015062037) pursuant to California Environmental Quality Act Guidelines (CEQA) Section 15164; and
B. Approve Budget Modification No. 5 in the amount of $83,217,755to provide additional funding.

5 22-1012 Proposed Project: General Plan Amendment Initiation to consider amending the General Plan designation from Commercial to Medium Density Residential on a one-acre site.

Location: 665 South Knickerbocker Drive (APN: 198-08-036)
File: 2022-7477
Zoning: C-1/PD (Neighborhood Business with a Planned Development Combining District)
General Plan: Commercial
Applicant / Owner: Mandevilla LLC
Environmental Review: The project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378(a)
Project Planner: Shila Bagley, (408) 730-7418, sbagley@sunnyvale.ca.gov

Recommendation: Alternatives 2 and 5: 2) Initiate a General Plan Amendment Study to analyze amending the General Plan designation from Commercial to High Density Residential at an expanded area including the Applicant's property at 665 South Knickerbocker Drive and adjacent properties at 695 South Knickerbocker Drive and 745 South Bernardo Avenue and find that the Action is Exempt from CEQA Pursuant to CEQA Guidelines Section 15378(a); 5) Commence the General Plan Amendment study after the update to the Moffett Park Specific Plan is completed.

6 22-1011

Peery Park Specific Plan Amendment Initiation Requests
Two applications in the Peery Park Specific Plan (PPSP) area with requests to increase the allowable office/industrial square footage and to study housing on one of the housing opportunity sites (HOS) (not currently permitted in the plan).
File: 2020-7814
Location: 400-840 W. California Avenue (APNs: 165-26-009-020)
Proposed Project: Peery Park Specific Plan Amendment Initiation
Request to initiate a study to consider 1,027 housing units on the western 13.1 acres and a net increase of 487,000 square feet of office/industrial on the remaining 16.2 acres of the property.
Applicant / Owner: Skidmore, Owings, & Merrill LLP (applicant) / Steelwave LLC (owner)

File: 2021-7022
Location: 505 & 525 Almanor Avenue (APNs 165-44-001-

003)
Proposed Project: Peery Park Specific Plan Amendment Initiation
Request to initiate a study to allow a new 135,000 square foot office building and parking structure.
Applicant / Owner: RMW Architecture & Interiors (applicant) / Invesco Advisors, Inc (owner)

Zoning (both sites): PPSP - Innovation Edge (PPSP-IE)
Environmental Review: The decision to initiate a Specific Plan Amendment (SPA) study does not require an environmental review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378(a).
Project Planner: Amber Blizinski, ablizinski@sunnyvale.ca.gov, (408) 730-2723

Recommendation: Alternatives 1, 2, 3, 4, and 5: Allow the SPA in the PPSP to study an increase to the development capacity for the plan area and allow residential units in the HOS, as noted in the Alternatives, along with the required associated environmental studies.

7 22-0991 Introduce an Ordinance to Amend, Approve, and Adopt a Revised Public Safety Military Equipment Use Policy Pursuant to California Assembly Bill No. 481, to Increase the Authorized Quantity of Unmanned Aerial Systems, Commonly Referred to as Drones, from Two to Three Devices

Recommendation: Alternative 1: Introduce an Ordinance to Amend, Approve, and Adopt a Revised Public Safety Military Equipment Use Policy Pursuant to California Assembly Bill No. 481, to Increase the Authorized Quantity of Unmanned Aerial Systems, commonly referred to as Drones, from Two to Three Devices.

COUNCILMEMBERS REPORTS ON ACTIVITIES FROM INTERGOVERNMENTAL COMMITTEE ASSIGNMENTS

NON-AGENDA ITEMS & COMMENTS

-Council

-City Manager

INFORMATION ONLY REPORTS/ITEMS

Visit http://Sunnyvale.ca.gov/TCMAC to view the Tentative Council Meeting Agenda Calendar (TCMAC) online. The TCMAC is updated each Thursday afternoon.

22-0997	Tentative Council Meeting Agenda Calendar
22-1007	Board/Commission Meeting Minutes
22-1008	Information/Action Items
22-1039	Mayoral Announcement of Mayor-Appointed Ad Hoc Advisory Committee on City Manager Compensation (Information Only)

ADJOURNMENT

NOTICE TO THE PUBLIC

The agenda reports to council (RTCs) may be viewed on the City's website at sunnyvale.ca.gov after 7 p.m. on Thursdays or in the Office of the City Clerk located at 603 All America Way, prior to Tuesday City Council meetings. Any agenda related writings or documents distributed to members of the City of Sunnyvale City Council regarding any open session item on this agenda will be made available for public inspection in the Office of the City Clerk located at 603 All America Way, during normal business hours and in the Council Chambers on the evening of the Council Meeting, pursuant to Government Code §54957.5. Please contact the Office of the City Clerk at 408-730-7483 to access City Hall to view these materials and for specific questions regarding the agenda.

PLEASE TAKE NOTICE that if you file a lawsuit challenging any final decision on any public hearing item listed in this agenda, the issues in the lawsuit may be limited to the issues which were raised at the public hearing or presented in writing to the Office of the City Clerk at or before the public hearing.

PLEASE TAKE FURTHER NOTICE that Code of Civil Procedure section 1094.6 imposes a 90-day deadline for the filing of any lawsuit challenging final action on an agenda item which is subject to Code of Civil Procedure 1094.5.

Planning a presentation for a City Council meeting?

To help you prepare and deliver your public comments, please review the "Making

Public Comments During City Council or Planning Commission Meetings" available at http://Sunnyvale.ca.gov/PublicComments

Planning to provide materials to Council?

If you wish to provide the City Council with copies of your presentation materials, please provide 12 copies of the materials to the Office of the City Clerk. The City Clerk will distribute your items to the Council.

Upcoming Meetings

Visit https://sunnyvaleca.legistar.com for upcoming Council, board and commission meeting information.

City of Sunnyvale

Agenda Item

22-0853 **Agenda Date:** 11/1/2022

Closed Session held pursuant to California Government Code Section 54957:
PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: City Manager and City Attorney

City of Sunnyvale

Agenda Item

22-0009 **Agenda Date:** 11/1/2022

Sunnyvale Clean Water Program Update

City of Sunnyvale

Agenda Item

22-0972 **Agenda Date:** 11/1/2022

Small Business Saturday

City of Sunnyvale

Agenda Item

22-0971 **Agenda Date:** 11/1/2022

Picture Book Month

City of Sunnyvale

Agenda Item

22-1068 **Agenda Date:** 11/1/2022

Update from Bay Area Water Supply and Conservation Agency (BAWSCA) by BAWSCA Chief Executive Officer and General Manager Nicole Sandkulla

City of Sunnyvale

Agenda Item

22-0682 **Agenda Date:** 11/1/2022

SUBJECT
Approve City Council Meeting Minutes of October 25, 2022

RECOMMENDATION
Approve the City Council Meeting Minutes of October 25, 2022 as submitted.

City of Sunnyvale

Meeting Minutes - Draft
City Council

Tuesday, October 25, 2022 | **6:00 PM** | **Telepresence Meeting: City Web Stream | Comcast Channel 15 | AT&T Channel 99**

Special Meeting: Study Session - 6 PM | Regular Meeting - 7 PM | Joint Meeting with the Sunnyvale Financing Authority - 7 PM (or soon thereafter)

6 P.M. SPECIAL COUNCIL MEETING (Study Session)

Call to Order

Pursuant to Government Code Subdivision 54953(e), the meeting was conducted telephonically; pursuant to state law, the City Council made the necessary findings by adopting Resolution No. 1089-21, reaffirmed on September 27, 2022.

Vice Mayor Cisneros called the meeting to order at 6:00 p.m. via teleconference.

Roll Call

Present: 7 - Mayor Larry Klein
Vice Mayor Alysa Cisneros
Councilmember Gustav Larsson
Councilmember Glenn Hendricks
Councilmember Russ Melton
Councilmember Omar Din
Councilmember Anthony (Tony) Spitaleri

Mayor Klein, Vice Mayor Cisneros and all Councilmembers attended via teleconference.

Study Session

A 22-1010 Investigate Potential Locations, Funding, and Outreach for Overnight Warming Centers in the City of Sunnyvale During Inclement Weather (Study Issue - OCM 22-02)

Assistant City Manager Teri Silva provided the staff report and presentation.

Public Comment opened at 7:01 p.m.

Shaunn Cartwright shared a statistic regard unhoused deaths and concern that community activists were not invited to the study session.

Agnes Veith suggested community outreach include information on the numerous potential causes that may lead someone to become unhoused.

Marie Bernard voiced support for the City adding a staff person dedicating to addressing the needs of the unhoused population.

Linda Sell communicated support for the City to continue working with local non-profits to support the unhoused community and reexamining the former Sunnyvale Community Services building as a potential site for a warming shelter.

Mike Serrone shared support for a warming center in Sunnyvale.

Public Comment closed at 7:07 p.m.

Adjourn Special Meeting

Vice Mayor Cisneros adjourned the meeting at 7:12 p.m.

7 P.M. COUNCIL MEETING

CALL TO ORDER

Pursuant to Government Code Subdivision 54953(e), the meeting was conducted telephonically; pursuant to state law, the City Council made the necessary findings by adopting Resolution No. 1089-21, reaffirmed on September 27, 2022.

Mayor Klein called the meeting to order at 7:12 p.m. via teleconference.

ROLL CALL

Present: 7 - Mayor Larry Klein
Vice Mayor Alysa Cisneros
Councilmember Gustav Larsson
Councilmember Glenn Hendricks
Councilmember Russ Melton
Councilmember Omar Din
Councilmember Anthony (Tony) Spitaleri

Mayor Klein, Vice Mayor Cisneros and all Councilmembers attended via teleconference.

SPECIAL ORDER OF THE DAY

B 22-0579 Department of Public Safety Special Awards

The Department of Public Safety presented the 2022 Mid-Year Awards and Recognition to Public Safety staff and community members.

ORAL COMMUNICATIONS

Councilmember Larsson announced details of an upcoming Google and City of Sunnyvale Business Workshop and the November 8 Election.

Stephen Meier commented on the Department of Public Safety awards and requested the City explore additional revenue sources to help address unhoused needs, support for parks, etc.

Jose Mexicano communicated support for development on El Camino Real and ensuring new housing is affordable.

CONSENT CALENDAR

Public Comment opened at 7:35 p.m.
No speakers.
Public Comment closed at 7:35 p.m.

MOTION: Vice Mayor Cisneros moved and Councilmember Melton seconded the motion to approve agenda items 1.A through 1.H.

The motion carried with the following vote:

Yes: 7 - Mayor Klein
Vice Mayor Cisneros
Councilmember Larsson
Councilmember Hendricks
Councilmember Melton
Councilmember Din
Councilmember Spitaleri

No: 0

1.A 22-0977 Approve City Council Meeting Minutes of October 11, 2022

Approve the City Council Meeting Minutes of October 11, 2022 as submitted.

1.B 22-0978 Approve City Council Meeting Minutes of October 18, 2022 (Moffett Park Specific Plan: Affordable Housing/Community Benefits Workshop)

Approve the City Council Meeting Minutes of October 18, 2022 as submitted.

1.C 22-0189 Approve the List(s) of Claims and Bills Approved for Payment by the City Manager

Approve the list(s) of claims and bills.

1.D 22-0974 Authorize the Issuance of a Purchase Agreement with Chemtrade Chemicals, LLC US for Purchase of Aluminum Sulfate (Liquid Alum) at the Water Pollution Control Plant (F23-046)

Take the following actions:
- Authorize the issuance of a purchase agreement to Chemtrade Chemicals, LLC US in the amount not-to-exceed $630,000; and
- Authorize to the City Manager to renew the purchase agreement for up to three (3) additional one year periods and amend the not-to-exceed annual budgeted amounts, subject to available budget and if pricing and service remain acceptable to the City and continued participation with the Bay Area Clean Water Agencies.

1.E 22-0680 Approve the Deaccession of the Untitled Ceramic Mural by Artists Danny Sheu and Jeff Bordona (1998) from the City's Permanent Art Collection

Approve the deaccession of the Untitled Ceramic Mural by artists Danny Sheu and Jeff Bordona (1998) from the City's Permanent Art Collection.

1.F 22-0921 Adopt a Resolution Authorizing the Application for the California Department of Housing and Community Development's Permanent Local Housing Allocation (PLHA) Program

Adopt a Resolution authorizing the application for the California Department of Housing and Community Development's Permanent Local Housing Allocation Program.

1.G 22-0960 Appoint Greg Biggs to the NOVA Workforce Board

Appoint Greg Biggs to the NOVA Workforce Board.

1.H 22-1015 Adopt Ordinance No. 3200-22 to amend Section 9.62.090 (Loitering Prohibited During Certain Hours) of Chapter 9.62 (Public Parks) of Title 9 (Public, Peace, Safety or Welfare) of the Sunnyvale Municipal Code.

Adopt Ordinance No. 3200 22 to amend Section 9.62.090 (Loitering Prohibited During Certain Hours) of Chapter 9.62 (Public Parks) of Title 9 (Public Peace, Safety or Welfare) of the Sunnyvale Municipal Code.

PUBLIC HEARINGS/GENERAL BUSINESS

2 22-0973 Award Conditional Funding (Loans) for $16 Million in Housing Mitigation Funds and Below Market Rate In-Lieu Funds for the Pre-development, Development and/or Rehabilitation of Four Affordable Housing Developments

Housing Officer Jenny Carloni provided the staff report and presentation.

Public Hearing opened at 7:54 p.m.

Robert Feign, MidPen Housing, shared a presentation on their proposed affordable housing developments at 1178 Sonora Court, 1171 Sonora Court and Carroll Inn at 174 Carroll Street.

Jose Lujano and Angel Macias, First Community Housing, shared a presentation on their proposed affordable housing development, Orchard Gardens.

Kalisha Webster, Senior Housing Advocate, Housing Choices, spoke in support of the staff recommendation and funding for the Orchard Gardens development.

Clare Meyerson communicated the services Housing Choices provides.

Michelle Wang spoke in support of the funding to support these affordable housing developments.

Public Hearing closed at 8:08 p.m.

MOTION: Councilmember Hendricks moved and Vice Mayor Cisneros seconded the motion to approve Alternative 1: Award conditional funding commitments for $16

million in Housing Mitigation Funds and Below Market Rate In Lieu Funds for the predevelopment, development and/or rehabilitation to the projects listed in Attachment 3 to the report.

The motion carried with the following vote:

Yes: 7 - Mayor Klein
Vice Mayor Cisneros
Councilmember Larsson
Councilmember Hendricks
Councilmember Melton
Councilmember Din
Councilmember Spitaleri

No: 0

3 **22-0485** Public Hearing and Introduction of Ordinance: 1) Amending Various Sections of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code to Adopt by Reference the 2022 California Building, Residential, Mechanical, Plumbing, Electrical, Building Standards Administrative, Energy, Historical Building, Existing Building, and Green Building Standards Codes, and the International Property Maintenance Code, with Local Amendments and Related Findings; 2) Finding that the Action is Exempt from the California Environmental Quality Act

Chief Building Official Suzanne Park provided the staff report.

Public Hearing opened at 8:24 p.m.

Kristel Wickham shared recommendations for strengthening the Reach Code portions of the Ordinance.

Jimmy Apffel, Government and Community Relations Coordinator, Bloom Energy, spoke for further changes to the Sunnyvale Municipal Code to help address climate change challenges.

Barbara Fukumoto voiced support for Alternative 1 and for a renewed community outreach on the benefits of Reach Code measures.

Crystal Hernandez, Acterra Student Ambassador Program (ASAP), spoke in support of Alternative 1 and stronger Reach Code requirements.

Natalia Esparza, Silicon Valley Youth Climate Action, communicated support for a faster transition to electrification and support for electric vehicle charging infrastructure.

Linda Sell communicated support for the proposed Ordinance and for further development of the City's Reach Code.

Public Hearing closed at 8:39 p.m.

MOTION: Councilmember Din moved and Councilmember Larsson seconded the motion to approve Alternative 1: Introduce an Ordinance: 1) Amending various sections of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code to adopt by reference the 2019 California Building, Residential, Mechanical, Plumbing, Electrical, Building Standards Administrative, Energy, Historical Building, Existing Building, and Green Building Standards Codes, and the International Property Maintenance Code, with local amendments and related findings; 2) Finding that the Action is exempt from the California Environmental Quality Act (Attachment 1 to the report), as corrected on October 25, 2022.

The motion carried with the following vote:

Yes: 7 - Mayor Klein
Vice Mayor Cisneros
Councilmember Larsson
Councilmember Hendricks
Councilmember Melton
Councilmember Din
Councilmember Spitaleri

No: 0

4 **22-0531** Public Hearing and Introduction of Ordinance Amending Chapter 16.52 of the Sunnyvale Municipal Code to Adopt by Reference the 2022 California Fire Code with Local Amendments and Related Findings and Find that the Action is Exempt from the California Environmental Quality Act

Fire Marshall Stephanie Huang provided the staff report.

Public Hearing opened at 9:02 p.m.
No speakers.

Public Hearing closed at 9:02 p.m.

MOTION: Councilmember Melton moved and Councilmember Din seconded the motion to approve Alternative 1: Introduce an Ordinance amending Chapter 16.52 of the Sunnyvale Municipal Code to adopt by reference the 2022 California Fire Code with local amendments and related findings; and find that the Action is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15308, 15305, and 15061.

The motion carried with the following vote:

Yes: 7 - Mayor Klein
Vice Mayor Cisneros
Councilmember Larsson
Councilmember Hendricks
Councilmember Melton
Councilmember Din
Councilmember Spitaleri

No: 0

5 22-0805 Adopt a Resolution Pursuant to Sunnyvale Municipal Code Section 2.07.040 Amending the List of Publicly Accessible Recreation and City Service Properties (PARCS) to add Three new Properties, Known as Wiser Park (APN: 205-21-002), Muwekma Park (APN: 205-22-035) and Corn Palace (APN: 213-74-059)

Public Works Director Chip Taylor provided the staff report.

Public Hearing opened at 9:07 p.m.
No speakers.
Public Hearing closed at 9:07 p.m.

MOTION: Councilmember Melton moved and Councilmember Hendricks seconded the motion to approve Alternative 1: Adopt a Resolution amending the list of PARCS properties to add three new properties, known as Wiser Park (APN: 20521002), Muwekma Park (APN: 20522035) and Corn Palace Park (APN: 21374059).

The motion carried with the following vote:

Yes: 7 - Mayor Klein
Vice Mayor Cisneros
Councilmember Larsson
Councilmember Hendricks
Councilmember Melton
Councilmember Din
Councilmember Spitaleri

No: 0

ADJOURNMENT TO JOINT MEETING OF THE CITY COUNCIL AND SUNNYVALE FINANCING AUTHORITY

Mayor Klein adjourned the Council meeting to the joint meeting of the City Council and Sunnyvale Financing Authority at 9:11 p.m.

7 P.M. (OR SOON THEREAFTER) JOINT MEETING OF THE CITY COUNCIL AND SUNNYVALE FINANCING AUTHORITY

Call to Order

Pursuant to Government Code Subdivision 54953(e), the meeting was conducted telephonically; pursuant to state law, the City Council made the necessary findings by adopting Resolution No. 1089-21, reaffirmed on September 27, 2022 and the Financing Authority made the necessary findings by adopting Resolution No. 1105-22FA, reaffirmed on September 27, 2022.

Authority Chair / Mayor Klein called the joint City Council and Sunnyvale Financing Authority meeting to order at 9:11 p.m. via teleconference.

Roll Call

Present: 7 - Authority Chair / Mayor Larry Klein
Authority Vice Chair / Vice Mayor Alysa Cisneros
Authority Member / Councilmember Gustav Larsson
Authority Member / Councilmember Glenn Hendricks
Authority Member / Councilmember Russ Melton
Authority Member / Councilmember Omar Din
Authority Member / Councilmember Anthony (Tony) Spitaleri

Authority Chair / Mayor Klein, Authority Vice Chair / Vice Mayor Cisneros and all Authority Members / Councilmembers attended via teleconference.

Oral Communications

None.

Consent Calendar

Public Hearing opened at 9:14 p.m.
None.
Public Hearing closed at 9:14 p.m.

MOTION: Authority Vice Chair Cisneros moved and Authority Member Melton seconded the motion to approve item 6.A.

The motion carried with the following vote:

Yes: 7 - Authority Chair Klein
Authority Vice Chair Cisneros
Authority Member Larsson
Authority Member Hendricks
Authority Member Melton
Authority Member Din
Authority Member Spitaleri

No: 0

6.A 22-0986 Approve Sunnyvale Financing Authority Meeting Minutes of September 27, 2022

Approve the Sunnyvale Financing Authority Meeting Minutes of September 27, 2022 as submitted.

PUBLIC HEARINGS/GENERAL BUSINESS

7 22-0985 Direction Regarding Returning to In-Person City Council, Board, Commission and Sunnyvale Financing Authority Meetings; Reconsider and Affirm Resolution Nos. 1089-21 and 1105-22FA; and Make Findings Pursuant to Government Code Section 54953(e) (AB 361) to Continue Virtual Public Meetings for the City Council and Boards, Commissions, Council Subcommittees and the Sunnyvale Financing Authority During the COVID-19 State of Emergency

City Clerk David Carnahan provided the staff report and presentation.

Public Hearing opened at 10:12 p.m.

Steve Scandalis communicated support for transitioning public meetings back to in-person while maintaining the virtual public participation option. He offered suggestions to update the Code of Ethics and Conduct for Elected and Appointed Officials to address remote participation by officials.

Public Hearing closed at 10:15 p.m.

City Council:

MOTION: Councilmember Hendricks moved and Councilmember Din seconded the motion to approve Alternative: 1. Affirm Resolution No. 1089-21; and make findings pursuant to Government Code Section 54953(e) (AB 361) to continue virtual public meetings for the City Council and Boards, Commissions and Council Subcommittees during the COVID-19 State of Emergency:

1. The City Council hereby finds that the state of emergency conditions related to COVID-19, as set forth in Resolution No. 1147-22 adopted on September 27, 2022 and incorporated herein by reference, are on-going;

2. The City Council finds that there is a need to continue teleconferencing for public meetings without posting the teleconferencing locations on the agenda and without requiring the teleconference locations to be accessible to the public during the current Governor-proclaimed COVID-19 state of emergency; and

3. The City Council finds that the state of emergency continues to directly impact the ability of members of the City Council, Council Standing Committees, and City Boards and Commissions to meet safely in person.

The motion carried with the following vote:

Yes: 7 - Mayor Klein
Vice Mayor Cisneros
Councilmember Larsson
Councilmember Hendricks
Councilmember Melton
Councilmember Din
Councilmember Spitaleri

No: 0

Sunnyvale Financing Authority:

MOTION: Authority Member Hendricks moved and Authority Member Din seconded the motion to approve Alternative 4: Affirm Resolution No. 1105-22FA; and make findings pursuant to Government Code Section 54953(e) (AB 361) to continue virtual public meetings for the Financing Authority during the COVID-19 State of Emergency:

1. The Financing Authority Board has found and determined that the state of emergency conditions related to COVID-19, as set forth in City of Sunnyvale Resolution No. 1147-22 adopted on September 27, 2022, and incorporated herein by reference, are on-going;

2. The Financing Authority Board finds that there is a need to continue teleconferencing for public meetings without posting the teleconferencing locations on the agenda and without requiring the teleconference locations to be accessible to the public during the current Governor-proclaimed COVID-19 state of emergency; and

3. The Financing Authority Board finds that the state of emergency continues to directly impact the ability of members of the Financing Authority to meet safely in person.

The motion carried with the following vote:

Yes: 7 - Authority Chair Klein
Authority Vice Chair Cisneros
Authority Member Larsson
Authority Member Hendricks
Authority Member Melton
Authority Member Din
Authority Member Spitaleri

No: 0

ADJOURN JOINT CITY COUNCIL AND SUNNYVALE FINANCING AUTHORITY MEETING

Authority Chair / Mayor Klein adjourned the joint City Council and Sunnyvale Financing Authority meeting at 10:23 p.m.

RECONVENE TO CITY COUNCIL MEETING

Mayor Klein reconvened the City Council Meeting at 10:23 p.m.

COUNCILMEMBERS REPORTS ON ACTIVITIES FROM INTERGOVERNMENTAL COMMITTEE ASSIGNMENTS

Councilmember Hendricks reported his attendance at a joint meeting between multiple governmental bodies regarding Caltrain grade separations.

NON-AGENDA ITEMS & COMMENTS

-Council

None.

-City Manager

Kent Steffens reported no injuries or damage to structures were reported in Sunnyvale resulting from the earthquake East of San José earlier in the day.

INFORMATION ONLY REPORTS/ITEMS

22-0740	Information/Action Items
22-0966	Tentative Council Meeting Agenda Calendar
22-0976	Board/Commission Meeting Minutes

ADJOURNMENT

Mayor Klein adjourned the meeting at 10:27 p.m.

City of Sunnyvale

Agenda Item

22-0190 **Agenda Date:** 11/1/2022

REPORT TO COUNCIL

SUBJECT
Approve the List(s) of Claims and Bills Approved for Payment by the City Manager

BACKGROUND
Pursuant to Sunnyvale Charter Section 802(6), the City Manager has approved for payment claims and bills on the following list(s); and checks have been issued.

List No.	Date	Total Disbursements
150	10-09-22 through 10-15-22	$6,149,824.13

Payments made by the City are controlled in a variety of ways. In general, payments are reviewed by the appropriate City staff for compliance with the goods or services provided. Any discrepancies are resolved and re-submitted for payment. Different levels of dollar amounts for payments require varying levels of approval within the organization. Ultimately payments are reviewed and processed by the Finance Department. Budgetary control is set by Council through the budget adoption resolution.

ENVIRONMENTAL REVIEW
The action being considered does not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378(b)(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.

PUBLIC CONTACT
Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall, at the Sunnyvale Public Library, Senior Center, Community Center and in the Department of Public Safety Lobby. In addition, the agenda and report are available at the Sunnyvale Public Library, Office of the City Clerk, and on the City's website.

RECOMMENDATION
Approve the list(s) of claims and bills.

Prepared by: Tim Kirby, Director of Finance
Reviewed by: Jaqui Guzmán, Deputy City Manager
Approved by: Kent Steffens, City Manager

ATTACHMENTS
1. List(s) of Claims and Bills Approved for Payment

City of Sunnyvale

LIST # 150

List of All Claims and Bills Approved for Payment

For Payments Dated 10/09/2022 **through** 10/15/2022

Sorted by Payment Type, Payment Number and Invoice Number

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
CHECK	XXXXX4288	10/11/2022	Kirby Canyon Recycling and Disposal Facility	458,685.00	Sept2022	Acct #046-0849 Sep 2022	458,685.00	0.00	$458,685.00
	XXXXX4289	10/11/2022	Ghilotti Construction Company	188.10	176471-4030	Refund 1233 Alderwood Ave	188.10	0.00	$188.10
	XXXXX4290	10/11/2022	Alicia Wolfgramm	104.58	23-014	SUS: Aug utility payment	104.58	0.00	$104.58
	XXXXX4291	10/11/2022	Superior Automatic Sprinkler Co.	4,347.30	193635-48942	Refund 277 Moffett Park Hydnt	4,347.30	0.00	$8,692.56
				4,345.26	193635-49008	Refund 277 Moffett Park Hydnt	4,345.26	0.00	
	XXXXX4292	10/11/2022	Able Septic Tank Service	1,740.00	AUH-22-156	Manhole Install	1,740.00	0.00	$214,333.78
				5,734.34	TM-22-0818	Emergency Sewer Repair	5,734.34	0.00	
				5,575.84	TM-22-08182	Emergency Sewer Repair	5,575.84	0.00	
				9,097.13	TM-22-0824	Sewer Repair	9,097.13	0.00	
				7,438.25	TM-22-0902	Sewer Repair	7,438.25	0.00	
				52,415.39	TM-22-0908S	Emergency Repair	52,415.39	0.00	
				21,284.24	TM-22-0913	Emergency Repair	21,284.24	0.00	
				20,555.04	TM-22-0914	Emergency Repair	20,555.04	0.00	
				21,474.19	TM-22-0921A	Emergency Repair	21,474.19	0.00	
				44,491.86	TM-22-0921R	Emergency Repair	44,491.86	0.00	
				24,527.50	TM-22-0923	Emergency Repair	24,527.50	0.00	
	XXXXX4293	10/11/2022	Advanced Chemical	3,774.32	435180	Truck washout	3,774.32	0.00	$3,774.32

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
			Transport Inc						
	XXXXX4294	10/11/2022	Airgas, Inc.	4,532.94	9128594785	CNCT Acculock MDX	4,532.94	0.00	$4,532.94
	XXXXX4295	10/11/2022	Alliant Insurance Services Inc	67,736.35	2076489	Extend Builders Risk Insurance	67,736.35	0.00	$67,736.35
	XXXXX4296	10/11/2022	Amazon Capital Services Inc	52.65	13RM-C43V-3PKL	Julie Callaghan	52.65	0.00	$2,668.97
				409.88	14K4-4PRV-H4D4	Rick Cotter	409.88	0.00	
				92.70	14VV-PTMH-CT1D	Rafael Bayani	92.70	0.00	
				306.90	19JX-NWWY-3TK6	Marylou Veloz	306.90	0.00	
				530.28	1CXF-KPP6-LK6J	Reiko Yoshidome	530.28	0.00	
				93.74	1F47-F1DG-JNHF	Julie Jensen	93.74	0.00	
				120.63	1LGH-4RRW-LCVW	Lisa Mason	120.63	0.00	
				137.44	1MDD-HVYK-9NCW	Rick Cotter	137.44	0.00	
				196.41	1NKY-XGXJ-9RD3	Daisy Thach	196.41	0.00	
				171.53	1NTP-MLLD-3T3Y	Lisa Mason	171.53	0.00	
				-530.28	1PTH-PTXR-JWWX	For Inv1CXF-KPP6-LK6J	-530.28	0.00	
				111.84	1R4M-Y9D6-4YN9	Reiko Yoshidome	111.84	0.00	
				544.52	1TWY-7VJJ-99GL	Michael Herrera	544.52	0.00	
				136.36	1V3R-3V7J-MLKV	Annie Luc	136.36	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				18.54	1WJV-NF9V-PVTP	Nan Choi	18.54	0.00	
				27.26	1WXX-1D1Q-9NVM	Rafael Bayani	27.26	0.00	
				215.02	1XPR-Q41M-XPRR	Daniel Furton	215.02	0.00	
				33.55	1YD7-RGCD-G63N	Nan Choi	33.55	0.00	
	XXXXX4297	10/11/2022	AT&T	736.50	000018587941	BAN 9391069217 07/6-08/5/22	736.50	0.00	$1,473.00
				736.50	000018737366	BAN 9391069217 08/6-09/5/22	736.50	0.00	
	XXXXX4298	10/11/2022	Bibliotheca LLC	1,212.03	INV-US58709	eAudiobook License	1,212.03	0.00	$1,212.03
	XXXXX4299	10/11/2022	Buckles-Smith Electric Co	2,425.15	3287913-00	Parts	2,425.15	0.00	$8,538.05
				4,454.42	3287975-00	Parts	4,454.42	0.00	
				1,658.48	3288214-00	Parts	1,675.23	16.75	
	XXXXX4300	10/11/2022	Cengage Learning Inc	27.05	79137225	Books	27.05	0.00	$73.31
				27.06	79137301	Books	27.06	0.00	
				19.20	79274571	Books	19.20	0.00	
	XXXXX4301	10/11/2022	Century Graphics	322.59	57113	Apparel	322.59	0.00	$322.59
	XXXXX4302	10/11/2022	Occupational Health Centers of California	590.00	76338750	Pre-employment testing	590.00	0.00	$2,775.00
				260.00	76412312	Pre-Employment testing	260.00	0.00	
				476.00	76636689	Pre-employment testing	476.00	0.00	
				107.00	76638270	Pre-employment Testing	107.00	0.00	
				1,342.00	76714662	Pre-employment Testing	1,342.00	0.00	
	XXXXX4303	10/11/2022	Detail Plus	75.00	22399	Cleanup	75.00	0.00	$75.00

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX4304	10/11/2022	FedEx	12.84	7-885-15926	Mail	12.84	0.00	$12.84
	XXXXX4305	10/11/2022	First Student Inc	1,068.02	9392130	Camp Xscape	1,068.02	0.00	$1,068.02
	XXXXX4306	10/11/2022	Foster Bros Security Systems Inc	32.74	2052	Key	32.74	0.00	$350.05
				317.31	i3175	Part & Labor	317.31	0.00	
	XXXXX4307	10/11/2022	Francisco & Assoc Inc	300.00	3634	Conway rd. assessment FY22-23	300.00	0.00	$3,975.00
				2,100.00	3635	FY22-23 CFD 1	2,100.00	0.00	
				1,575.00	3636	FY22-23 CFD 3	1,575.00	0.00	
	XXXXX4308	10/11/2022	Gardenland Power Equipment	1,134.50	945778	Parts	1,134.50	0.00	$1,806.60
				159.85	945783	Parts	159.85	0.00	
				48.92	955038	Parts	48.92	0.00	
				178.88	955039	Parts	178.88	0.00	
				284.45	955050	Parts	284.45	0.00	
	XXXXX4309	10/11/2022	BKF Engineers	93,371.96	22100368	Caltrain Grade Separation	93,371.96	0.00	$93,371.96
	XXXXX4310	10/11/2022	Golden Gate Truck Center	420.37	FA005142347 :02	Parts	420.37	0.00	$481.26
				60.89	FA005155762 :01	Parts	60.89	0.00	
	XXXXX4311	10/11/2022	The Goodyear Tire & Rubber Co	1,757.06	189-1109261	Tire	1,757.06	0.00	$1,757.06
	XXXXX4312	10/11/2022	GRM Information Management Services Inc.	4,335.37	00125242	Storage Aug 22	4,335.37	0.00	$4,335.37
	XXXXX4313	10/11/2022	Hach Co Inc	96.49	13245103	Chemical	96.49	0.00	$96.49
	XXXXX4314	10/11/2022	Heritage Environmental Services LLC	1,206.17	2231999	Chemicals	1,206.17	0.00	$1,206.17
	XXXXX4315	10/11/2022	Hybrid Commercial	172.42	27552	Business Card	172.42	0.00	$344.84

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
			Printing, Inc.	172.42	27555	Business Cards	172.42	0.00	
	XXXXX4316	10/11/2022	Imperial Maintenance Services Inc	73,105.04	51	August Janitorial Services	73,105.04	0.00	$73,105.04
	XXXXX4317	10/11/2022	Imperial Sprinkler Supply	557.63	5258929-00	Parts	557.63	0.00	$812.00
				21.05	5297608-00	Parts	21.05	0.00	
				233.32	5300054-00	Parts	233.32	0.00	
	XXXXX4318	10/11/2022	Intex Auto Parts	12.55	2-84046-5	Parts	12.55	0.00	$1,818.28
				49.49	2-85808-15	Parts	49.49	0.00	
				34.15	2-86520-18	Parts	34.15	0.00	
				23.80	2-86952-15	Parts	23.80	0.00	
				15.30	2-87049-14	Parts	15.30	0.00	
				1,257.10	2-89250-13	CM 2-91265-15	1,257.10	0.00	
				446.90	2-91251-13	Parts	446.90	0.00	
				-1,257.10	2-91265-15	INV#2-89250-13	-1,257.10	0.00	
				1,236.09	2-91295-17	CM 2-90836-14 applied	1,236.09	0.00	
	XXXXX4319	10/11/2022	IPS Group Inc	135.14	INV76805	CC Fee Sep 22	135.14	0.00	$135.14
	XXXXX4320	10/11/2022	Keller Supply Company	-594.73	C004928042.001	Ck#10006816	-594.73	0.00	$2,787.45
				3,382.18	S020682333.001	Supplies	3,382.18	0.00	
	XXXXX4321	10/11/2022	Kimley Horn & Assoc Inc	274.58	097318026-0422	El Camino TS Feasibility	274.58	0.00	$7,115.33
				6,840.75	22398940	TS Spec Update Thru 8/31/22	6,840.75	0.00	
	XXXXX4322	10/11/2022	Larry Hopkins Honda	133.79	231933	Parts & Labor	133.79	0.00	$133.79
	XXXXX4323	10/11/2022	Lawson Products Inc	397.32	9309957207	Supplies	397.32	0.00	$460.73
				63.41	9309983228	Supplies $0.59 Disct By 10/13	64.00	0.59	
	XXXXX4325	10/11/2022	LC Action Police Supply	490.79	441874	Supplies	490.79	0.00	$12,444.47
				490.79	441875	Supplies	490.79	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				490.79	441876	Supplies	490.79	0.00	
				490.79	441877	Supplies	490.79	0.00	
				599.91	441878	Supplies	599.91	0.00	
				381.94	441879	Supplies	381.94	0.00	
				176.25	442083	Supplies	176.25	0.00	
				483.38	442084	Supplies	483.38	0.00	
				152.71	442085	Supplies	152.71	0.00	
				54.54	442086	Supplies	54.54	0.00	
				108.33	442087	Supplies	108.33	0.00	
				43.64	442088	Supplies	43.64	0.00	
				272.70	442089	Supplies	272.70	0.00	
				34.08	442090	Supplies	34.08	0.00	
				500.84	442091	Supplies	500.84	0.00	
				55.60	442092	Supplies	55.60	0.00	
				39.77	442093	Supplies	39.77	0.00	
				37.26	442178	Supplies	37.26	0.00	
				61.98	442179	Supplies	61.98	0.00	
				82.47	442180	Supplies	82.47	0.00	
				490.79	442428	Supplies	490.79	0.00	
				490.79	442429	Supplies	490.79	0.00	
				490.79	442431	Supplies	490.79	0.00	
				490.79	442433	Supplies	490.79	0.00	
				1,075.43	442435	Supplies	1,075.43	0.00	
				1,075.43	442438	Supplies	1,075.43	0.00	
				1,075.43	442439	Supplies	1,075.43	0.00	
				1,075.43	442440	Supplies	1,075.43	0.00	
				1,075.43	442441	Supplies	1,075.43	0.00	
				55.60	442871	Supplies	55.60	0.00	
	XXXXX4326	10/11/2022	Lozano Sunnyvale Car Wash	1,353.00	15	March 2021	1,353.00	0.00	$15,060.00
				1,722.00	16	April 2021	1,722.00	0.00	
				1,599.00	19	July 2021	1,599.00	0.00	
				1,906.50	20	Aug 2021	1,906.50	0.00	
				2,029.50	21	Sept 2021	2,029.50	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				1,475.00	25	Jan 2022	1,475.00	0.00	
				1,900.00	26	Feb 2022	1,900.00	0.00	
				1,750.00	27	March 2022	1,750.00	0.00	
				1,325.00	28	Apr 2022	1,325.00	0.00	
	XXXXX4327	10/11/2022	Mallory Safety & Supply LLC	3,273.75	5451380	Supplies	3,273.75	0.00	$3,273.75
	XXXXX4328	10/11/2022	McMaster Carr Supply Co	147.55	85680750	Supplies	147.55	0.00	$605.14
				457.59	85694287	Supplies	457.59	0.00	
	XXXXX4329	10/11/2022	Mid State Container Sales, Inc.	654.75	137306	Lockboxes	654.75	0.00	$654.75
	XXXXX4330	10/11/2022	MSI Fuel Management, Inc.	925.00	5498	UST Annual Employee Trng	925.00	0.00	$1,800.00
				875.00	5504	UST Inspection Oct 2022	875.00	0.00	
	XXXXX4331	10/11/2022	NI Government Services Inc	82.17	22092908851	Sept 2022	82.17	0.00	$82.17
	XXXXX4332	10/11/2022	ODP Business Solutions, LLC (f/k/a Office Depot Business Solutions, LLC)	329.09	260267016001	Reiko Yoshidome 8/11/2022	329.09	0.00	$1,279.50
				17.26	260267034001	Reiko Yoshidome 8/11/2022	17.26	0.00	
				375.11	267884330001	Carmen Villegas 10/3/2022	375.11	0.00	
				261.47	271242215001	Rebecca Elizondo 10/7/2022	261.47	0.00	
				187.36	271242845001	Michelle Chuck 10/7/2022	187.36	0.00	
				15.42	272186760001	Reiko Yoshidome 10/5/2022	15.42	0.00	
				23.60	272369828001	Lorena Rodriguez 10/5/2022	23.60	0.00	
				70.19	272443626001	Edith Alanis-Richelle 10/5/22	70.19	0.00	
	XXXXX4333	10/11/2022	OverDrive Inc	2,559.50	13449CO223	Library Materials	2,559.50	0.00	$3,385.13

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
					52212				
				544.29	13449DA223 54536	Library Materials	544.29	0.00	
				281.34	13449DA223 65736	Library Materials	281.34	0.00	
	XXXXX4334	10/11/2022	Pacific Gas & Electric Co	42,845.60	0314283663-8 0922	H2O Pollution Control	42,845.60	0.00	$221,835.85
				178,818.91	1105922118-1 0822	City Buildings	178,818.91	0.00	
				133.85	7595617014-8 0922	Parks & Fields	133.85	0.00	
				37.49	9732283098-1 0822	Landfill & Recycle Center	37.49	0.00	
	XXXXX4335	10/11/2022	Pan Pacific Supply Co Inc	23,384.38	29611721	Hidrostal Pump	23,384.38	0.00	$23,384.38
	XXXXX4336	10/11/2022	Peterson Power Systems Inc	1,673.21	PC240038522	Parts	1,673.21	0.00	$2,344.81
				671.60	PC240038524	Parts	671.60	0.00	
	XXXXX4337	10/11/2022	Pfeiffer Electric Co Inc	780.00	20763	Electrical Work	780.00	0.00	$11,312.16
				2,568.16	21033	Electrical Work	2,568.16	0.00	
				7,964.00	21097	Electrical Work	7,964.00	0.00	
	XXXXX4338	10/11/2022	Pine Cone Lumber Co Inc	278.50	158226	Supplies	278.50	0.00	$1,092.00
				813.50	165429	Stores Inventory	820.95	7.45	
	XXXXX4339	10/11/2022	Range Servant America Inc	565.55	118431	Supplies	565.55	0.00	$565.55
	XXXXX4340	10/11/2022	California Newspapers Partnership	340.00	0006695252	Ad	340.00	0.00	$1,286.00
				347.00	0006698042	Ad	347.00	0.00	
				150.00	0006699971	Ad	150.00	0.00	
				449.00	0006701423	Ad	449.00	0.00	
	XXXXX4341	10/11/2022	Stevens Creek Chevrolet	652.08	161777-1	Parts	652.08	0.00	$652.08
	XXXXX4342	10/11/2022	Sunnyvale Ford	424.85	210683FOW	Parts	424.85	0.00	$3,822.05

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				22.05	210747FOW	Parts	22.05	0.00	
				3,127.30	FOCS849966	Parts & Labor	3,127.30	0.00	
				247.85	FOCS850473	Parts & Labor	247.85	0.00	
	XXXXX4343	10/11/2022	Synagro-WWT Inc	85,733.61	32292	Digester#4 Cleaning Aug 22	85,733.61	0.00	$85,733.61
	XXXXX4344	10/11/2022	Talon Ecological Research Group	1,440.00	SU0004	Sept 2022	1,440.00	0.00	$1,440.00
	XXXXX4345	10/11/2022	Telstar Instruments Inc	9,736.40	113464	Service	9,736.40	0.00	$9,736.40
	XXXXX4346	10/11/2022	TMT Enterprises Inc	1,787.76	13835	Supplies	1,787.76	0.00	$1,787.76
	XXXXX4347	10/11/2022	Univar Solutions USA Inc	7,366.72	50569968	Chemicals	7,366.72	0.00	$26,542.81
				4,786.63	50571950	Chemicals	4,786.63	0.00	
				7,202.80	50581344	Chemicals	7,202.80	0.00	
				7,186.66	50605363	Chemicals	7,186.66	0.00	
	XXXXX4348	10/11/2022	Water Works Engineers LLC	505.35	12283	Lawrence Ewy Thru 12/31/21	505.35	0.00	$3,965.20
				3,459.85	12763	Lawrence Ewy Thru 6/30/22	3,459.85	0.00	
	XXXXX4349	10/11/2022	WMH Corporation	24,311.98	17-BUC-22	Bernardo Undercrossing	24,311.98	0.00	$24,311.98
	XXXXX4350	10/11/2022	Golden State Emergency Vehicle Service, Inc.	125.78	CI033989	Parts	125.78	0.00	$251.27
				28.64	CI034012	Parts	28.64	0.00	
				96.85	CI034467	Parts	96.85	0.00	
	XXXXX4351	10/11/2022	Sustainable Organic Solutions LLC	12,845.63	10012022	Foodwaste Sept 2022	12,845.63	0.00	$12,845.63
	XXXXX4352	10/11/2022	Core & Main LP	341.56	Q899496	Parts	341.56	0.00	$341.56
	XXXXX4354	10/11/2022	Baker & Taylor, LLC	3,984.95	41516809202 2V	Monthly VAS Sep 22	3,984.95	0.00	$12,468.85
				121.19	5017901031	Books	121.19	0.00	
				17.32	5017902371	Books	17.32	0.00	
				19.22	5017902373	Books	19.22	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				68.44	5017902375	Books	68.44	0.00	
				81.34	5017902485	Books	81.34	0.00	
				44.98	5017902487	Books	44.98	0.00	
				205.81	5017902489	Books	205.81	0.00	
				16.74	5017915347	Books	16.74	0.00	
				16.01	5017915349	Books	16.01	0.00	
				83.46	5017915351	Books	83.46	0.00	
				70.53	5017915353	Books	70.53	0.00	
				109.99	5017915355	Books	109.99	0.00	
				2,347.26	5017917866	Books	2,347.26	0.00	
				1,134.18	5017920904	Books	1,134.18	0.00	
				1,161.86	5017920906	Books	1,161.86	0.00	
				138.20	5017922468	Books	138.20	0.00	
				102.43	5017928397	Books	102.43	0.00	
				148.26	5017928399	Books	148.26	0.00	
				124.39	5017928401	Books	124.39	0.00	
				33.67	5017939886	Books	33.67	0.00	
				8.34	5017942100	Books	8.34	0.00	
				19.23	5017942102	Books	19.23	0.00	
				8.34	5017942104	Books	8.34	0.00	
				10.90	5017942106	Books	10.90	0.00	
				81.91	5017958623	Books	81.91	0.00	
				347.64	H62323050	Books	347.64	0.00	
				1,000.72	H62323410	Books	1,000.72	0.00	
				364.63	H62323420	Books	364.63	0.00	
				108.42	H62374900	Books	108.42	0.00	
				116.10	H62393080	Books	116.10	0.00	
				90.58	H62393090	Books	90.58	0.00	
				112.21	H62406760	Books	112.21	0.00	
				133.98	H62406780	Books	133.98	0.00	
				35.62	H62440360	Books	35.62	0.00	
	XXXXX4355	10/11/2022	Grainger	5,836.53	7101792294	Supplies	5,836.53	0.00	$15,112.18
				3,306.71	7103419326	Supplies	3,306.71	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				5,740.35	7104373068	Supplies	5,740.35	0.00	
				107.76	9465170489	Supplies	107.76	0.00	
				120.83	9470208175	Supplies	120.83	0.00	
	XXXXX4356	10/11/2022	Alameda County Fire Department	5,662.23	2022-23-098	Fire Apparatus Repair and Service	5,662.23	0.00	$5,662.23
	XXXXX4357	10/11/2022	Shaw HR Consulting Inc	625.00	005324	Consulting	625.00	0.00	$775.00
				150.00	005350	Consulting	150.00	0.00	
	XXXXX4358	10/11/2022	California Building Officials	130.00	15845	CALBO Training	130.00	0.00	$130.00
	XXXXX4359	10/11/2022	Hexagon Transportation Consultants Inc	11,263.50	15982	Bike Lane Study	11,263.50	0.00	$11,263.50
	XXXXX4360	10/11/2022	A Tool Shed Inc	1,638.56	1570788C-4	Tool Rental	1,638.56	0.00	$1,638.56
	XXXXX4361	10/11/2022	34th Street Inc	2,500.00	2022-62	Consulting	2,500.00	0.00	$2,500.00
	XXXXX4362	10/11/2022	BSA Environmental Services Inc	4,200.00	COS 22-12	Analysis	4,200.00	0.00	$4,200.00
	XXXXX4363	10/11/2022	Solenis LLC	78,695.33	132147397	Supplies	78,695.33	0.00	$78,695.33
	XXXXX4364	10/13/2022	Pacific West Security, Inc	155.00	63069	Service Call	155.00	0.00	$15,153.00
				14,998.00	64427	Golf Shop Alarm Upgrade	14,998.00	0.00	
	XXXXX4365	10/13/2022	Brannon Corporation	216,600.00	RehabStrmDrainRmngtnCt #01	UY-17-01	216,600.00	0.00	$216,600.00
	XXXXX4366	10/13/2022	3M Traffic Safety Systems Division	4,766.00	9418826054	Supplies	4,766.00	0.00	$7,829.29
				2,201.82	9418896922	Supplies	2,201.82	0.00	
				861.47	9419001691	Supplies	861.47	0.00	
	XXXXX4367	10/13/2022	Able Septic Tank Service	643.50	AFJ-22-134	Repairs	643.50	0.00	$6,843.50
				6,200.00	AFJ-22-139	Repairs	6,200.00	0.00	
	XXXXX4368	10/13/2022	Access Systems	1,610.00	12536	Labor	1,610.00	0.00	$1,610.00

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX4369	10/13/2022	Airgas, Inc.	698.21	9130306441	Argon	698.21	0.00	$2,304.31
				267.35	9130610133	Helium	267.35	0.00	
				700.36	9130798297	Argon	700.36	0.00	
				435.98	9991974632	Cylinder Rental	435.98	0.00	
				202.41	999199459	Cylinder Rental	202.41	0.00	
	XXXXX4370	10/13/2022	All City Management Services Inc	32,087.19	79802	09/04-09/17/22 crossing guard	32,087.19	0.00	$68,832.02
				36,744.83	80175	09/18-10/01/22 Crossing Guard	36,744.83	0.00	
	XXXXX4371	10/13/2022	Amazon Capital Services Inc	-27.23	1J7D-KMN6-CHNP	Inv#17NJ-7XQ9-3C3R	-27.23	0.00	$137.99
				57.88	1MXC-K1NT-DRQG	Reiko Yoshidome	57.88	0.00	
				-127.65	1RFH-PK7J-P3PQ	Inv#17NJ-7XQ9-3C3R	-127.65	0.00	
				33.82	1T3V-1RQH-3QRF	Reiko Yoshidome	33.82	0.00	
				27.87	1TLY-P74W-M41C	Patricia Pickett	27.87	0.00	
				92.75	1VQF-TTJ9-4GM4	Laura Bryan	92.75	0.00	
				80.55	1YWG-MMLY-F1GM		80.55	0.00	
	XXXXX4372	10/13/2022	American Leak Detection	6,400.00	43881A	Repairs	6,400.00	0.00	$11,350.00
				990.00	44813A	Correlator / Survey Service	990.00	0.00	
				990.00	44853A	Correlator / Survey Service	990.00	0.00	
				990.00	44996A	Correlator / Survey Service	990.00	0.00	
				990.00	45021A	Correlator / Survey Service	990.00	0.00	
				990.00	45039A	Correlator / Survey	990.00	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
						Service			
	XXXXX4373	10/13/2022	Bound Tree Medical LLC	2,946.39	84714018	Supplies	2,946.39	0.00	$2,946.39
	XXXXX4374	10/13/2022	Cengage Learning Inc	614.38	79396903	Books	614.38	0.00	$614.38
	XXXXX4375	10/13/2022	Clay Planet	2,097.81	225701	Supplies	2,097.81	0.00	$2,097.81
	XXXXX4376	10/13/2022	CyberSource Corp	75.00	235958979426	CC Settlement	75.00	0.00	$75.00
	XXXXX4377	10/13/2022	F&M Bank	7,919.01	PRMRYTRTMT2#61	UY-16/01-20	7,919.01	0.00	$7,919.01
	XXXXX4378	10/13/2022	FAMCON Pipe & Supply Inc	7,599.48	S100081669.001	Frame & cover	7,599.48	0.00	$7,599.48
	XXXXX4379	10/13/2022	FBD Vanguard Construction Inc	3,368.22	FairOaksAveBikeWayII#04	TR-18-08	3,368.22	0.00	$3,368.22
	XXXXX4380	10/13/2022	FedEx	7.77	7-805-89050	Mail	7.77	0.00	$58.82
				51.05	7-892-40612	Mail	51.05	0.00	
	XXXXX4381	10/13/2022	Ferguson US Holdings Inc	962.48	1716467-2	Parts	962.48	0.00	$962.48
	XXXXX4382	10/13/2022	Fire & Risk Alliance LLC	11,207.00	132-001-75	Staffing	11,207.00	0.00	$11,207.00
	XXXXX4383	10/13/2022	Fisher Scientific Co LLC	51.42	7028210	Parts	51.42	0.00	$51.42
	XXXXX4384	10/13/2022	Global Access Inc	236.00	18461	OnLine Fax Numbers	236.00	0.00	$236.00
	XXXXX4385	10/13/2022	Goldfarb & Lipman	374.00	457421	Legal Fees	374.00	0.00	$1,292.00
				646.00	457422	Legal fees	646.00	0.00	
				204.00	457423	Legal Fee	204.00	0.00	
				68.00	457424	Legal Fee	68.00	0.00	
	XXXXX4386	10/13/2022	Graham Contractors Inc	589,314.31	SlurrySeal2022#01	ST-22-02	589,314.31	0.00	$589,314.31
	XXXXX4387	10/13/2022	Heritage Bank of Commerce	58,098.50	FOAOHBRIDGE#24	TR-13/01-16	58,098.50	0.00	$58,098.50

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX4388	10/13/2022	Humane Society Silicon Valley	51,595.76	INV291	Sep 22	51,595.76	0.00	$51,595.76
	XXXXX4389	10/13/2022	HydroScience Engineers Inc	5,860.00	262001128	Water Quality Cons. Serv.	5,860.00	0.00	$5,860.00
	XXXXX4390	10/13/2022	Iconix Waterworks (US) Inc.	553.13	U2216044009	Manhole Grade Ring	553.13	0.00	$553.13
	XXXXX4391	10/13/2022	IDEXX Distribution Inc	292.62	3110425976	Parts	292.62	0.00	$8,695.25
				22.43	3110498795	Parts	22.43	0.00	
				7,166.47	3111633706	Parts	7,166.47	0.00	
				295.35	3111633707	Parts	295.35	0.00	
				342.60	3111988522	Parts	342.60	0.00	
				575.78	3112347945	Parts	575.78	0.00	
	XXXXX4392	10/13/2022	Infosend Inc	3,684.56	215971	statement postage	3,684.56	0.00	$11,238.39
				1,493.35	216215	Monthly Maintenance June 22	1,493.35	0.00	
				52.60	216999	Statement Postage	52.60	0.00	
				1,399.33	217300	Statement Postage	1,399.33	0.00	
				2,083.13	217480	Statement Postage	2,083.13	0.00	
				2,375.42	219030	Utility St & Inserts	2,375.42	0.00	
				150.00	220574	Pro. fee	150.00	0.00	
	XXXXX4393	10/13/2022	Kelly Spicers Inc	196.12	11099952	Supplies	196.12	0.00	$562.89
				298.89	11099985	Supplies	298.89	0.00	
				13.58	11099993	Supplies	13.58	0.00	
				54.30	11099994	Supplies	54.30	0.00	
	XXXXX4394	10/13/2022	LC Action Police Supply	55.60	443169	Supplies	55.60	0.00	$701.72
				55.60	443170	Supplies	55.60	0.00	
				55.60	443171	Supplies	55.60	0.00	
				11.68	443172	Supplies	11.68	0.00	
				455.41	443173	Supplies	455.41	0.00	
				24.19	443175	Supplies	24.19	0.00	
				43.64	443176	Supplies	43.64	0.00	
	XXXXX4395	10/13/2022	Level 3 Communications LLC	7,156.50	612154618	5-BGFGCK3N Oct 2022	7,156.50	0.00	$7,156.50

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX4396	10/13/2022	Lexipol LLC	29,055.70	INVLEX10060	Subscription 7/1/22-6/30/23	29,055.70	0.00	$29,055.70
	XXXXX4397	10/13/2022	ODP Business Solutions, LLC (f/k/a Office Depot Business Solutions, LLC)	82.26	271050684001	Connie Patchin Frank 10/6/22	82.26	0.00	$82.26
	XXXXX4398	10/13/2022	Olympus And Associates Inc	3,100.00	OLY2021-212	FPO#ESD82222 Paint Job	3,100.00	0.00	$3,100.00
	XXXXX4399	10/13/2022	Pacific Gas & Electric Co	35.09	9129031168-6 0922	1382 Kifer Rd/Kifer Lift Station	35.09	0.00	$35.09
	XXXXX4400	10/13/2022	Reed & Graham Inc	467.64	041081	Asphalt $24.61 Disct By 10/24	492.25	24.61	$3,447.75
				723.61	041395	Asphalt $38.09 Disct By 10/29	761.70	38.09	
				1,027.83	041396	Asphalt $54.10 Disct By 10/29	1,081.93	54.10	
				1,228.67	041634	Asphalt $64.67 Disct By 10/30	1,293.34	64.67	
	XXXXX4401	10/13/2022	Stericycle Inc	76.37	8002385527	C#3000149638 8/25/2022	76.37	0.00	$385.25
				308.88	8002489820	C#3000153519 9/26/22	308.88	0.00	
	XXXXX4402	10/13/2022	California Newspapers Partnership	211.00	0006695339	Ad	211.00	0.00	$13,538.38
				391.00	0006695343	Ad	391.00	0.00	
				10,672.38	0006699897	Ad	10,672.38	0.00	
				2,264.00	0006699959	Ad	2,264.00	0.00	
	XXXXX4403	10/13/2022	Home Depot USA Inc d/b/a The Home Depot Pro	850.78	711395327	Supplies	850.78	0.00	$850.78
	XXXXX4404	10/13/2022	Verizon Wireless	18,068.41	9911568418	270963598-00005 6/21-7/20	18,068.41	0.00	$18,068.41
	XXXXX4405	10/13/2022	VMI Inc	2,820.14	304989	Materials & Labor	2,820.14	0.00	$2,820.14

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX4406	10/13/2022	West Valley Engineering, Inc	2,500.02	320173	Netto, Margaret W/E 10/2/22	2,500.02	0.00	$2,500.02
	XXXXX4407	10/13/2022	Western States Oil	29,587.29	831900	Stores Inventory	29,587.29	0.00	$29,587.29
	XXXXX4408	10/13/2022	Oracle America Inc	5,247.00	100242677	SaaS Subsc 1/13-4/12/22	5,247.00	0.00	$5,247.00
	XXXXX4409	10/13/2022	Baker & Taylor, LLC	8.92	2036942516	Books	8.92	0.00	$4,701.32
				1,740.13	5017897676	Books	1,740.13	0.00	
				865.78	5017901000	Books	865.78	0.00	
				1,411.89	5017913515	Books	1,411.89	0.00	
				57.67	5017920128	Books	57.67	0.00	
				117.69	5017920130	Books	117.69	0.00	
				51.17	5017920132	Books	51.17	0.00	
				21.97	5017920134	Books	21.97	0.00	
				14.75	5017931759	Books	14.75	0.00	
				22.76	5017931761	Books	22.76	0.00	
				14.74	5017931763	Books	14.74	0.00	
				47.77	5017931765	Books	47.77	0.00	
				12.81	5017938003	Books	12.81	0.00	
				19.22	5017938005	Books	19.22	0.00	
				6.40	5017938007	Books	6.40	0.00	
				36.34	5017938885	Books	36.34	0.00	
				82.68	5017938887	Books	82.68	0.00	
				81.72	5017938889	Books	81.72	0.00	
				25.98	5017945408	Books	25.98	0.00	
				16.68	5017945410	Books	16.68	0.00	
				23.08	5017945412	Books	23.08	0.00	
				12.83	5017945414	Books	12.83	0.00	
				8.34	5017948458	Books	8.34	0.00	
	XXXXX4410	10/13/2022	Grainger	289.15	9320353148	Supplies	289.15	0.00	$5,368.81
				-276.45	9347603624	Supplies	-276.45	0.00	
				930.04	9453367865	Supplies	930.04	0.00	
				605.68	9464647818	Supplies	605.68	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				201.89	9464936906	Supplies	201.89	0.00	
				1,172.60	9465079102	Supplies	1,172.60	0.00	
				172.70	9465731645	Supplies	172.70	0.00	
				1,534.82	9466260172	Supplies	1,534.82	0.00	
				130.10	9468088548	Supplies	130.10	0.00	
				172.70	9470452120	Supplies	172.70	0.00	
				435.58	9472681395	Supplies	435.58	0.00	
	XXXXX4411	10/13/2022	Ranger Pipelines Inc	231,477.00	CityH2OLine2021#06	UW-18-01B	231,477.00	0.00	$231,477.00
	XXXXX4412	10/13/2022	DataBank Holdings LTD	19,131.20	170082	Sep 22	19,131.20	0.00	$19,131.20
	XXXXX4414	10/13/2022	Columbia State Bank	12,183.00	CityH2OLine2021#06	UW-18-01B	12,183.00	0.00	$12,183.00
	XXXXX4415	10/13/2022	United Language Group LLC	1,458.27	223287	Sept 2022	1,458.27	0.00	$1,458.27
WIRE	XXXXX7224	10/11/2022	Public Employees Retirement System	1,783,434.01	100000016939304	Medical Premium Oct 22 WR Date 10/6/22	1,783,434.01	0.00	$1,783,434.01
	XXXXX7299	10/13/2022	Bay Counties SMaRT	1,262,828.27	Bay Counties August 2022	Aug 2022 Invoice WR Date 10/11/22	1,262,828.27	0.00	$1,262,828.27
	XXXXX7300	10/13/2022	Carl Warren & Company	43,018.95	10/11/22 Replenishment	Liability Trust Fund Replenishment WR date 10/11/22	43,018.95	0.00	$43,018.95
Grand Total				6,149,824.13			6,150,030.39	206.26	$6,149,824.13

22-0739 **Agenda Date:** 11/1/2022

REPORT TO COUNCIL

SUBJECT
Receive and File the FY 2022/23 First Quarter Budget Update

REPORT IN BRIEF
This report summarizes the year-to-date financial position of the City's major funds, including an update on the receipt of revenue and current status of expenditures. Overall, the City's financial position is tracking as planned pursuant to the FY 2022/23 Budget, though based on limited information. FY 2021/22 is anticipated to end the year better than planned.

BACKGROUND
This update compares the FY 2022/23 Adopted Budget with actual revenues and expenditures through the first quarter of the fiscal year. In addition, this report provides a preliminary review of the FY 2021/22 year-end financial results.

Information on actuals for the current year, especially revenues, is not fully developed. Some receipts lag by a month following assessment. Many sources of revenue aren't received until several months into the year. For example, Transient Occupancy Tax (TOT) for September, is not due to the City until the end of October. Another example is Business License Tax, which will appear low until the second half of the fiscal year after renewals occur. Operating expenditures tend to trend more evenly due to regular payroll costs. Exceptions include large bills like water purchases with July expenses not paid until mid or late August.

EXISTING POLICY
Pursuant to Sunnyvale 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 affirmative votes of at least four members so as to authorize the transfer of unused balances appropriated for one purpose to another, or to appropriate available revenue not included in the budget.

ENVIRONMENTAL REVIEW
The action being considered does not constitute a "project" with 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.

DISCUSSION

This report presents preliminary budget and actual year-end results for FY 2021/22 and year-to-date information for FY 2022/23 (through September 2022) for the General Fund and Enterprise funds. FY 2021/22 data reflects the estimates presented in the FY 2022/23 Adopted Budget, which includes updated revenue projections and budget modifications. Transfers, interfund revenues, bond proceeds, debt service as well as project and equipment costs are not included in this report. Note that FY 2021/22 actuals are unaudited and that significant changes may occur during the fiscal year end close.

Overall progress looks to be as planned for FY 2022/23 to date. Staff continue to carefully monitor the budget and economic factors such as lingering inflation, tightening monetary policy, and ongoing international conflict.

General Fund

Overall, preliminary FY 2021/22 financials show positive year-end revenue and expenditure results for the General Fund. FY 2022/23 is tracking as expected at this point and staff continue to diligently monitor revenue and expenditures.

Revenue

General Fund Revenue	FY 2021/22 *99.00% of Fiscal Year*			FY 2022/23 *25.00% of Fiscal Year*		
	Adjusted Budget	Actuals	Variance	Budget	Actuals	% to Date
Property Tax	$ 98,489,151	$ 99,687,509	$ 1,198,358	$ 103,152,940	$ 321,831	0.3%
Sales Tax	$ 30,569,555	$ 35,801,316	$ 5,231,761	$ 29,876,069	$ 2,277,711	7.6%
Transient Occupancy Tax	$ 8,278,183	$ 10,584,492	$ 2,306,308	$ 11,893,731	$ 3,014,485	25.3%
UUT & Franchise Fees	$ 16,282,709	$ 15,816,236	$ (466,473)	$ 16,529,298	$ 1,587,227	9.6%
Construction Tax	$ 3,820,926	$ 5,548,089	$ 1,727,163	$ 4,072,154	$ 1,349,997	33.2%
Business License Tax	$ 1,962,338	$ 2,045,190	$ 82,852	$ 2,011,396	$ 113,186	5.6%
Real Property Transfer Tax	$ 1,907,212	$ 2,952,570	$ 1,045,358	$ 1,938,746	$ 256,795	13.2%
Permits & Licenses	$ 1,953,445	$ 2,065,751	$ 112,305	$ 1,992,514	$ 657,776	33.0%
Service Fees	$ 4,909,248	$ 6,707,223	$ 1,797,975	$ 6,313,393	$ 1,162,519	18.4%
Rents & Concession	$ 3,461,557	$ 3,483,785	$ 22,228	$ 6,915,308	$ 450,094	6.5%
Other Revenue	$ 18,809,826	$ 18,460,321	$ (349,505)	$ 4,997,046	$ 832,564	16.7%
Revenue Subtotal	*$ 190,444,151*	*$ 203,152,481*	*$ 12,708,330*	*$ 189,692,596*	*$ 12,024,184*	*6.3%*
One-Time Revenue*	$ 9,709,239	$ 13,812,343	$ 4,103,104	$ 7,074,200	$ -	0.0%
Grand Total	*$ 200,153,390*	*$ 216,964,824*	*$ 16,811,434*	*$ 196,766,796*	*$ 12,024,184*	*6.1%*

* ERAF

FY 2021/22

General Fund revenue is expected to end the year $12.7M above projections when one-time revenues are excluded. Almost all major sources will exceed revised revenue projections, except Utility Users Tax and Franchise Fees. Projected increases included in the FY 2021/22 revenue budget for these sources were offset by reduced usage.

Property Tax is expected to be in line with the County's forecast, though Supplemental Tax revenue will exceed budget by about $1M. The additional revenue is due to increases in the number and prices of single-family homes sold before the properties are added to the Secured Tax roll. Likewise, Real Property Transfer Tax will exceed its revised revenue projection by $1.1M.

Sales Tax exceeded its revised projection by $5.2M with consumer spending continuing to recover from pre-pandemic levels. Rising prices associated with restaurants, fuel and other goods and services also contributed to the increase. Some of the gain can also be attributed to employees returning to work at several large companies in the City as well as new employers establishing within the City. The medical/biotech industry continues to lead Sunnyvale's sales tax base and remained strong, though the same rate of growth is not expected to continue as some of the revenue is related to pandemic response and is considered one-time.

The City began receiving direct allocation of one-time sales tax associated with major construction projects in the city. The City has collected over $1M to date with $0.7M in FY 2021/22. We will continue to track this as one-time revenue as the precise timing of development activity is hard to predict.

Transient Occupancy Tax (TOT) will come in $2.3M above its revised estimate of $8.3M. It was essentially flat from the original projection. While TOT is still recovering to pre-pandemic levels, average room rates were tracking at $129 per night and occupancy rates at 64.4% at the end of the fiscal year, compared to $89 per night and 42% at the end of FY 2020/21 . In addition, three new hotels began reporting in the fourth quarter.

Construction tax revenue is anticipated to exceed its revised budget of $3.8M by 45% (or $1.7M). This positive variance reflects robust development activity and payments associated with several large projects.

Services fees are showing favorable results of $1.8M as recreation programming. Summer camps as well as park facility rentals performed better than forecasted with capacity and community interest returning to pre-pandemic levels. General Plan maintenance fees also performed well. This is consistent with the healthy development activity the City experienced during the fiscal year.

The Other Revenue category is driven primarily by interest income and also includes the $14.1M in American Rescue Plan Act (ARPA) representing the second half of the City's federal allocation. The $0.4M negative variance is mostly related to grants that are still underway with the revenue expected in the following fiscal year.

One-time revenue reflects $13.8M in Property Tax Educational Revenue Augmentation Funds (Excess ERAF), which was originally budgeted at 70% due to some risk associated with a dispute between Santa Clara County and the State over the distribution methodology. The City's practice is to allocate ERAF to one-time expenditures, such as capital projects.

FY 2022/23 Year to Date Update

Few revenues are received evenly throughout the year and therefore progress is difficult to gauge this early in the fiscal year. For example, Sales Tax revenue lags behind the actual economic activity because taxpayers have 30 days to file for monthly reporting periods followed by processing by the California Department of Tax and Fee Administration (CDTFA), which takes several weeks. The City uses a Sales Tax consultant to analyze activity. At this time, the City's consultant has indicated that it is anticipated that the City will meet its Sales Tax estimates for FY 2022/23. For FY 2022/23, consistent returns are expected, rather than large increases related to economic recovery as sales of large purchases such as vehicles, furniture, etc. are slowing due to rising interest rates.

TOT revenue continues to show progressive increases in returning to pre-pandemic levels. The positive trend continues into FY 2022/23 with average room rates at $152 per night and average occupancy rates tracking at 65.9% in the first quarter of the fiscal year. At the same point of the prior fiscal year, room rates averaged $98 per night at 58% occupancy. Construction Tax is also showing a steady start at roughly 33.2% of the FY 2022/23 revenue estimate year-to-date.

Property Tax revenue received to date reflects one Supplemental Tax payment. Supplemental taxes are taxes that are due when property undergoes a change of ownership or new construction. These mid-year adjustments will be reflected on the tax roll the following year, but in the year of the event, the tax is prorated. The City receives this amount separate from the Secured tax revenue. With rising interest rates, property sales have slowed, which may impact Supplemental Tax revenue as well as Real Property Transfer Tax revenue.

Secured Property Tax is received in ten payments that the City receives between late November and June. The growth factor is trending at the 2% California Proposition 13 limit allowed for the FY 2023/24 roll at this time. We will know the final growth factor for the FY 2023/24 tax roll when the County releases the data at the beginning of the 2023 calendar year.

Permits and Licenses are tracking ahead of the 25% accounting benchmark at 33%, led by fire prevention permits.

Expenditures

General Fund Expenditures	FY 2021/22 *99.00% of Fiscal Year*			FY 2022/23 *25.00% of Fiscal Year*		
	Adjusted Budget	Actuals	Variance	Budget	Actuals	% to Date
Community Development	$ 1,510,080	$ 1,325,720	$ 184,360	$ 1,568,615	$ 302,315	19.3%
Environmental Services	$ 2,416,649	$ 1,946,573	$ 470,076	$ 2,686,911	$ 343,175	12.8%
Finance	$ 10,450,639	$ 9,822,058	$ 628,581	$ 10,405,823	$ 2,054,626	19.7%
Human Resources	$ 4,617,834	$ 4,128,516	$ 489,317	$ 5,011,894	$ 1,130,531	22.6%
Library and Recreation Services*	$ 18,058,325	$ 17,064,776	$ 993,549	$ 19,836,596	$ 4,335,670	21.9%
Office of the City Attorney	$ 1,641,769	$ 1,708,388	$ (66,619)	$ 1,760,726	$ 382,985	21.8%
Office of the City Manager	$ 5,165,085	$ 4,643,639	$ 521,447	$ 5,247,361	$ 1,141,937	21.8%
Public Safety	$ 84,365,828	$ 84,512,799	$ (146,970)	$ 87,313,467	$ 19,168,965	22.0%
Public Works	$ 22,152,609	$ 20,451,373	$ 1,701,235	$ 26,545,538	$ 4,991,662	18.8%
Grand Total	*$ 150,378,818*	*$ 145,603,842*	*$ 4,774,976*	*$ 160,376,932*	*$ 33,851,865*	*21.1%*

FY 2021/22

The General Fund is preliminarily year end results show a $4.8M positive operating variance primarily due to salary savings. The Department of Public Safety will exceed its modified operating budget (Budget Modification No. 27, RTC 22-0692) by $0.1M due to year end salaries and benefits being greater than estimated in the budget modification.

FY 2022/23 Year to Date Update

General Fund expenditures are at 21.1% with approximately 25% of the fiscal year passed. Expenditures trend more evenly throughout the year than revenues, driven mainly by bi-weekly payroll costs. Salaries are trending slightly below the 25.3% payroll benchmark for this point in the fiscal year at approximately 20%. Staff is closely monitoring salaries and benefits this fiscal year with the adoption of Sunnyvale Employees' Association/IFPTE Local 21 and Service Employees International Union/Local 521 MOUs, including salary increases approved after the 2022/23 Adopted Budget. The timing of operations & maintenance expenditures can vary throughout the year and are expected to continue to actualize and approach budgeted amounts.

Enterprise Funds

Golf & Tennis Operations

*Golf & Tennis Fund Revenue**	FY 2021/22			FY 2022/23		
	99.00% of Fiscal Year			*25.00% of Fiscal Year*		
	Adjusted Budget	Actuals	Variance	Budget	Actuals	% to Date
Golf Course Revenue	$ 4,668,763	$ 4,866,103	$ 197,340	$ 4,700,867	$ 1,431,371	30.4%
Tennis Revenue	$ 91,181	$ 134,196	$ 43,015	$ 150,000	$ 37,500	25.0%
Grand Total	***$ 4,759,944***	***$ 5,000,299***	***$ 240,355***	***$ 4,850,867***	***$ 1,468,871***	***30.3%***

*Golf & Tennis Fund Expenditures**	FY 2021/22			FY 2022/23		
	99.00% of Fiscal Year			*25.00% of Fiscal Year*		
	Adjusted Budget	Actuals	Variance	Budget	Actuals	% to Date
Golf Course Expenditures	$ 3,773,179	$ 3,749,518	$ 23,661	$ 3,940,692	$ 995,958	25.3%
Tennis Expenditures	$ 107,513	$ 69,352	$ 38,161	$ 111,199	$ 14,057	12.6%
Grand Total	***$ 3,880,692***	***$ 3,818,870***	***$ 61,823***	***$ 4,051,891***	***$ 1,010,015***	***24.9%***

**Excludes transfers and in-lieu fees.*

FY 2021/22

Revenue associated with the golf courses is expected to end the year with a positive variance of about $0.2M. Golf play continues to be strong and most of this positive variance can be attributed directly to golf fees, such as Green fees, Driving Range fees, and Golf Cart rentals. Overall, the Golf & Tennis Fund is projected to end the year about $0.3M better than originally budgeted.

FY 2022/23 Year to Date Update

The Golf and Tennis fund is off to a positive start with Golf revenue at 30.4% during the first quarter of the year. Tennis revenue is at the expected level of 25%.

Golf & Tennis fund operating expenditures are on track at 24.9% for this point in the fiscal year.

Development Enterprise Fund

Development Enterprise Fund Revenue	FY 2021/22			FY 2022/23		
	99.00% of Fiscal Year			*25.00% of Fiscal Year*		
	Adjusted Budget	Actuals	Variance	Budget	Actuals	% to Date
Permits & Licenses	$ 14,154,069	$ 18,760,506	$ 4,606,437	$ 14,099,790	$ 4,706,794	33.4%
Service Fees	$ 3,882,937	$ 5,206,643	$ 1,323,706	$ 4,934,579	$ 1,311,548	26.6%
Other*	$ 1,073,621	$ 1,061,354	$ (12,267)	$ 1,320,808	$ 155,859	11.8%
Grand Total	***$ 19,110,627***	***$ 25,028,503***	***$ 5,917,876***	***$ 20,355,177***	***$ 6,174,201***	***30.3%***

**Interest Income & Miscellaneous*

Development Enterprise Fund Expenditures	FY 2021/22			FY 2022/23		
	99.00% of Fiscal Year			*25.00% of Fiscal Year*		
	Adjusted Budget	Actuals	Variance	Budget	Actuals	% to Date
Community Development	$ 6,914,750	$ 7,707,724	$ (792,974)	$ 7,958,668	$ 1,817,353	22.8%
Environmental Services	$ 243,602	$ 172,438	$ 71,164	$ 263,079	$ 35,341	13.4%
Library and Recreation Services	$ 21,274	$ 23,569	$ (2,295)	$ 24,744	$ 6,817	27.6%
Office of the City Attorney	$ 435,034	$ 344,573	$ 90,461	$ 432,412	$ 84,572	19.6%
Office of City Manager	N/A	N/A	N/A	$ 391,554	$ 58,186	14.9%
Public Safety	$ 1,207,298	$ 1,216,405	$ (9,107)	$ 1,289,005	$ 303,190	23.5%
Public Works	$ 2,603,126	$ 2,298,825	$ 304,301	$ 2,768,465	$ 507,887	18.3%
Grand Total	***$ 11,425,084***	***$ 11,763,534***	***$ (338,450)***	***$ 13,127,927***	***$ 2,813,346***	***21.4%***

FY 2021/22

At $25.0M, revenue in the Development Enterprise Fund is expected to end the year approximately $9.5M (or 61% year-over-year) better than FY 2020/21. Driven by permit and plan check fees associated with several large projects, FY 2021/22 revenue ended at $5.9M over the budgeted amount.

Development Enterprise Fund operating expenditures are expected to end the year over budget by approximately $0.3M. The Community Development Department exceeded its operating budget by $0.8M, which is offset by savings from other departments. This overage can be attributed to the use of contract services by the Building Safety Division to augment staffing needed to provide additional workload capacity related to plan check and inspections, though these costs are offset by additional revenues.

FY 2022/23 Year to Date Update

Development fee revenues are off to a favorable start at 30.3% compared to 25% of the fiscal year. Expenditures are trending slightly below the 25% accounting benchmark at 21.4% as some goods and services expenditures do not occur evenly through the year. Staff will monitor revenues and expenditures closely to adjust as may be needed, but the fund is expected to meet budget at this point.

Development Impact Fees

*Development Impact Fees**	FY 2021/22			FY 2022/23		
	99.00% of Fiscal Year			*25.00% of Fiscal Year*		
	Adjusted Budget	Actuals	Variance	Budget	Actuals	Variance
Park Dedication Fees	$ 33,629,534	$ 21,785,663	$ (11,843,871)	$ 25,437,302	$ 17,854,274	70.2%
Housing Mitigation Fees	$ 11,645,786	$ 30,477,383	$ 18,831,597	$ 27,586,461	$ 255,442	0.9%
Transportation Impact Fees	$ 5,807,374	$ 10,481,569	$ 4,674,195	$ 5,802,208	$ 1,152,065	19.9%
Sense of Place Fees	$ 3,921	$ 1,058,384	$ 1,054,463	$ 457,239	$ 4,038	0.9%
Grand Total	***$ 51,086,615***	***$ 63,802,999***	***$ 12,716,384***	***$ 59,283,210***	***$ 19,265,819***	***32.5%***

**Includes Impact Fees Only*

Development projects take years to come to fruition, therefore, the timing of Development Fee Impact revenue is difficult to predict in the short-term. To illustrate, impact fee revenue was $6.1M in FY 2020/21 and preliminary results for FY 2021/22 year-end is $63.8M.

Impact fees are not received evenly throughout the year or year-over-year, but rather when certain project milestones are achieved in the development process. Current year budget estimates are based on known projects in the development pipeline and some revenue is expected to shift between FY 2021/22 and FY 2022/23 based on project status. Revenue projections will be updated during FY 2023/24 budget development.

Utility Funds

Utility Fund Revenue	FY 2021/22			FY 2022/23		
	99.00% of Fiscal Year			*16.67% of Fiscal Year*		
	Adjusted Budget	Actuals	Variance	Budget	Actuals	% to Date
Water Fund	$ 63,211,209	$ 69,284,822	$ 6,073,613	$ 59,460,045	$ 11,989,114	20.2%
Wastewater Fund	$ 63,605,334	$ 71,475,405	$ 7,870,071	$ 56,273,617	$ 14,076,847	25.0%
Solid Waste Management Fund	$ 54,919,202	$ 54,668,837	$ (250,365)	$ 58,579,892	$ 8,474,983	14.5%
Grand Total	*$ 181,735,745*	*$ 195,429,064*	*$ 13,693,320*	*$ 174,313,555*	*$ 34,540,944*	*19.8%*

Utility Fund Expenditures	FY 2021/22			FY 2022/23		
	99.00% of Fiscal Year			*16.67% of Fiscal Year*		
	Adjusted Budget	Actuals	Variance	Budget	Actuals	% to Date
Water Fund	$ 43,531,175	$ 41,111,329	$ 2,419,846	$ 44,268,672	$ 8,968,095	20.3%
Wastewater Fund	$ 19,815,590	$ 18,847,780	$ 967,811	$ 21,729,626	$ 4,152,357	19.1%
Solid Waste Management Fund	$ 48,070,476	$ 45,535,561	$ 2,534,914	$ 52,971,441	$ 10,678,212	20.2%
Grand Total	*$ 111,417,241*	*$ 105,494,670*	*$ 5,922,571*	*$ 118,969,739*	*$ 23,798,664*	*20.0%*

FY 2021/22

Preliminary year end results show Water and Wastewater revenue with large positive variances primarily driven by connection fees. Solid Waste revenue is expected to come in slightly below revenue expectations, with corresponding savings related to landfill and transfer costs on the expenditure side.

Anticipated year end savings for the Water and Wastewater funds are primarily the result of salary savings and lower than expected spending on services. Some of these expenditures are likely delayed and will be actualized the following year. The Solid Waste Fund had some salary savings as well as savings related to landfill and transfer costs.

FY 2022/23 Year to Date Update

Utility revenue is off to a steady start. Connection fees are again a large contributor to the positive first quarter revenue variances in the Water and Wastewater funds. Solid Waste service fees are in line with costs for the collection, transfer, and disposal services for this point in the fiscal year.

There continues to be some risk for the Water Fund associated with the voluntary 15% water reduction campaign and irrigation restrictions for its water customers due to drought conditions. Should the drought conditions worsen, and more customer usage reductions become mandatory, less water use will likely result in less revenue for water service fees, which should be largely offset by savings in water purchases.

As with other funds, salary and benefit operating expenditures tend to trend more evenly during the fiscal year due to regular payroll costs while timing of operations and maintenance costs may vary. Salaries and benefits are trending slightly below the payroll benchmark of 25.3% for all three utility funds. Timing of operations and maintenance expenditures can vary throughout the year and will continue to be actualized throughout the year. Therefore, at this time, it is expected these funds will meet budget.

FISCAL IMPACT

Preliminary FY 2021/22 year-end financial data as well as the FY 2022/23 first quarter financial analysis discussed in this report are informational.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall, Sunnyvale Public Library and Department of Public Safety. In addition, the agenda and report are available at the Office of the City Clerk and on the City's website.

STAFF RECOMMENDATION

Receive and file the FY 2022/23 First Quarter Budget Update.

Prepared by: Felicia Silva, Budget Manager
Reviewed by: Tim Kirby, Director of Finance
Reviewed by: Jaqui Guzmán, Deputy City Manager
Approved by: Kent Steffens, City Manager

City of Sunnyvale

Agenda Item

22-0730 **Agenda Date:** 11/1/2022

REPORT TO COUNCIL

SUBJECT
Award of Contract to Bear Electrical Solutions, Inc. for Advance Dilemma Zone Detection Phase II and Finding of California Environmental Quality Act (CEQA) Categorical Exemption (PW23-06)

STAFF RECOMMENDATION
- Award a contract in substantially the same form as Attachment 2 to the report in the amount of $1,038,000 to Bear Electrical Solutions, Inc. of Alviso, CA;
- Make a finding of categorical exemption from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301(c);
- Authorize the City Manager to execute the contract when all necessary conditions have been met; and
- Approve a 5% contingency in the amount of $51,900

BASIS FOR RECOMMENDATION
The Advance Dilemma Zone Detection Phase II Project (No. TR-98-02) was advertised on Demandstar on July, 15, 2022. Eighteen (18) contractors requested bid documents. Sealed bids were opened on August 10, with five (5) responsive bids received. Bear Electrical Solutions, Inc. submitted the lowest responsive and responsible bid in the amount of $1,038,000 (Attachment 1 - Bid Summary).

ENVIRONMENTAL REVIEW
The project is exempt under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301(c), which applies to repairs, maintenance, or minor alterations of existing facilities (sidewalks, gutters, and similar facilities) involving negligible or no expansion of existing or former use.

Caltrans has also determined that under National Environmental Policy Act (NEPA), the project is classified as a categorical exclusion under 23 C.F.R. Section 771.117(c)(21), which covers “[d]eployment of electronics, photonics, communications, or information processing used singly or in combination, or as components of a fully integrated system, to improve the efficiency of safety of a surface transportation system or to enhance security or passenger convenience. Examples include, but are not limited to, traffic control and detector devices, lane management systems, electronic payment equipment, automatic vehicle locaters, automated passenger counters, computer-aided dispatching systems, radio communications systems, dynamic message signs, and security equipment including surveillance and detection cameras on roadways and in transit facilities and on buses.”

FISCAL IMPACT

Budgeted funds are available in Project 834250 - Advanced Dilemma Zone Detection Phase II. The project budget financial summary is included as Attachment 3 to this report.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall, at the Sunnyvale Public Library, Senior Center, Community Center and in the Department of Public Safety Lobby. In addition, the agenda and report are available at the Sunnyvale Public Library, Office of the City Clerk, and on the City's website.

Prepared by: Gregory S. Card, Purchasing Officer
Reviewed by: Tim Kirby, Director of Finance
Reviewed by: Chip Taylor, Director of Public Works
Reviewed by: Jaqui Guzmán, Deputy City Manager
Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. Bid Summary
2. Draft General Construction Contract
3. Budget 834250 - Advanced Dilemma Zone Detection Phase 2

Sunnyvale

IFB	PW23-06 Advance Dilemma Zone Detection Phase II Project No. TR-19-02 Federal Aid No. HSIPL-5213(071))			Bear Electrical Soutions Inc. 1252 State Street Alviso, CA 95002 Robert Asuncion		Econolite Systems Inc. 1250 N. Tustin Ave. Anaheim, CA 92807 John W. Tracey		Mike Brown Electric Company 561-A Mercatile Dr. Cotati, CA 94931 Tiffany Howe		Ray's Electric 3785 Channel Drive West Sacramento, CA 95691 Greg Gruendl		Tennyson Electric Inc. 7275 National Dr. Suite A-2 Livermore, CA 94550 Michael Tennyson	
Item	Description	QTY	UNIT	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization (Recommend Not to Exceed 5% of Total Base Bid)	1	LS*		$ 5,000.00		$ 33,640.00		$ 50,000.00		$ 60,000.00		$ 26,500.00
2	Traffic Control	1	LS*		$ 30,000.00		$ 142,712.00		$ 56,000.00		$ 198,000.00		$ 54,600.00
3	Prepare/Implement Water Pollution Control Program	1	LS*		$ 5,000.00		$ 18,289.00		$ 11,075.00		$ 17,984.00		$ 1,500.00
4	Integrate and program Dilemma Zone Detector System with City Central System	1	LS*		$ 10,500.00		$ 21,020.00		$ 25,000.00		$ 26,000.00		$ 13,275.00
5	Mathilda Avenue & Moffett Park Avenue	1	LS*		$ 70,000.00		$ 56,779.00		$ 73,320.00		$ 74,880.00		$ 86,655.00
6	Mathilda Avenue & Highway 237 EB Ramps	1	LS*		$ 61,500.00		$ 47,372.00		$ 60,500.00		$ 59,880.00		$ 75,310.00
7	Mathilda Avenue & Ross Avenue	1	LS*		$ 70,000.00		$ 56,462.00		$ 70,815.00		$ 70,900.00		$ 86,655.00
8	Mathilda Avenue & San Aleso Avenue	1	LS*		$ 70,000.00		$ 59,356.00		$ 70,800.00		$ 70,900.00		$ 86,655.00
9	Mathilda Avenue & Washington Avenue	1	LS*		$ 70,000.00		$ 56,332.00		$ 75,580.00		$ 70,900.00		$ 86,655.00
10	Mathilda Avenue & El Camino Real	1	LS*		$ 70,000.00		$ 57,107.00		$ 78,300.00		$ 72,050.00		$ 86,655.00
11	Fair Oaks Avenue & Ahwanne Avenue	1	LS*		$ 70,000.00		$ 69,218.00		$ 70,070.00		$ 69,800.00		$ 86,655.00
12	Fair Oaks Avenue & Duane Avenue	1	LS*		$ 80,000.00		$ 79,785.00		$ 86,050.00		$ 69,360.00		$ 86,655.00
13	Fair Oaks Avenue & Maude Avenue	1	LS*		$ 76,000.00		$ 66,071.00		$ 75,400.00		$ 69,800.00		$ 86,655.00
14	Fair Oaks Avenue & Arques Avenue	1	LS*		$ 70,000.00		$ 59,972.00		$ 71,150.00		$ 69,360.00		$ 86,655.00
15	Fair Oaks Avenue & Olive Avenue	1	LS*		$ 70,000.00		$ 57,154.00		$ 71,700.00		$ 69,980.00		$ 86,655.00
16	Wolfe Road & Arques Avenue	1	LS*		$ 70,000.00		$ 58,964.00		$ 71,150.00		$ 80,600.00		$ 86,655.00
17	Mathilda Avenue and Maude Avenue	1	LS*		$ 70,000.00		$ 56,892.00		$ 76,380.00		$ 71,375.00		$ 86,655.00
18	Sunnyvale Saratoga Road and Fremont Avenue	1	LS*		$ 70,000.00		$ 58,964.00		$ 75,550.00		$ 71,445.00		$ 86,655.00
	Bid Total				$ 1,038,000.00		$ 1,056,089.00		$ 1,168,840.00		$ 1,293,214.00		$ 1,297,700.00
	Surety			10% Bid Bond		10% Bid Bond		10% Bid Bond		10% Bid Bond		10% Bid Bond	
	License			A		A		A		A		A	
	Sub Contractor					Tek Services, LLC	Equipment procure	Tully Consulting Group	Stormwater Manag	CMC Traffic Control	Traffic Control		
						Western Traffic Supply, Inc.	Traffic Control			Appian UDBE SWPPP	WPCP		

*Bid submitted by Econolite System Inc. contains a math error in the bib total. The accurate bid amount is shown.

DRAFT "REVISED" GENERAL CONSTRUCTION CONTRACT

THIS CONTRACT dated _____ is by and between the CITY OF SUNNYVALE, a California chartered municipal corporation ("Owner") and BEAR ELECTRICAL SOULTIONS, INC. a California corporation ("Contractor").

RECITALS:

The parties to this Contract have mutually covenanted and agreed, as follows:

1. The Contract Documents. The complete Contract consists of the following documents: Notice Inviting Bids; Instructions to Bidders; Performance Bond and Payment Bond; Guaranty; Federal Forms; City of Sunnyvale Standard Specifications for Public Works Construction, 2006 Edition; City of Sunnyvale Standard Details for Public Works Construction, 2006 Edition; Plans and Specifications, "Advance Dilemma Zone Detection Phase II, Project No. TR-19-02, Invitation for Bids No. PW23-06", including one (1) Addendum; OSHA, and other standards and codes as outlined in the Specifications. These documents are all incorporated by reference. The documents comprising the complete contract are collectively referred to as the Contract Documents.

Any and all obligations of the Owner and the Contractor are fully set forth and described therein.

All of the above documents are intended to work together so that any work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all documents.

2. The Work. Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, transportation, and material necessary to perform and complete the project in a good and workmanlike manner. The work consists of remove and salvage existing video detection system including cameras, processors, and other parts installed inside traffic signal controller cabinets at 14 intersections and installing new traffic signal equipment, including pull boxes, traffic signal conduit, conductors and cables, and video/radar advance dilemma zone detection cameras and equipment, as called for, and in the manner designated in, and in strict conformity with, the Plans and Specifications prepared by Kimley-Horn and Associates and adopted by the Owner. These Plans and Specifications are entitled respectively, Advance Dilemma Zone Detection Phase II, Project No. TR-19-02.

It is understood and agreed that the work will be performed and completed as required in the Plans and Specifications under the sole direction and control of the Contractor, and subject to inspection and approval of the Owner, or its representatives. The Owner hereby designates as its representative for the purpose of this contract the Senior Civil Engineer for Construction or an employee of the Owner who will be designated in writing by the Director of Public Works.

3. Contract Price. The Owner agrees to pay, and the Contractor agrees to accept, in full payment for the work above agreed to be done, the sum of One Million Thirty Eight Thousand and No/100 Dollars ($1,038,000.00) subject to final determination of the work performed and materials furnished at unit prices per "Exhibit A" attached hereto and incorporated by this reference, and subject to additions and deductions in accordance, as provided in the Documents and in accordance with Contract Documents.

4. Permits; Compliance with Law. Contractor shall, at its expense, obtain all necessary permits and licenses, easements, etc., for the construction of the project, give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of the public health and safety.

5. Inspection by Owner. Contractor shall at all times maintain proper facilities and provide safe access for inspection by the Owner to all parts of the work, and to the shops wherein the work is in preparation. Where the Specifications require work to be specially tested or approved, it shall not be tested or covered up without timely notice to the Owner of its readiness for inspection and without the approval thereof or consent thereto by the latter. Should any such work be covered up without such notice, approval,

or consent, it must, if required by Owner, be uncovered for examination at the Contractor's expense.

6. Extra or Additional Work and Changes. Should Owner at any time during the progress of the work request any alterations, deviations, additions or omissions from the Specifications or Plans or other Contract Documents it shall be at liberty to do so, and the same shall in no way affect or make void the contract but will be added to or deducted from the amount of the contract price, as the case may be, by a fair and reasonable valuation, agreed to in writing between the parties hereto. No extra work shall be performed, or change be made, unless in pursuance of a written order from the Director of Public Works or authorized representative, stating that the extra work or change is authorized and no claim for an addition to the contract sum shall be valid unless so ordered.

7. Time for Completion. All work under this contract shall be completed before the expiration one hundred and twenty (120) working days from the date specified in the Notice to Proceed.

If Contractor shall be delayed in the work by the acts or neglect of Owner, or its employees or those under it by contract or otherwise, or by changes ordered in the work, or by strikes, lockouts by others, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the Owner, or by any cause which the Owner shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the Owner may decide.

This provision does not exclude the recovery of damages for delay by either party under other provisions.

8. Inspection and Testing of Materials. Contractor shall notify Owner a sufficient time in advance of the manufacture or production of materials, to be supplied under this contract, in order that the Owner may arrange for mill or factory inspection and testing of same, if Owner requests such notice from Contractor.

9. Termination. If Contractor should file a bankruptcy petition and/or be judged bankrupt, or if Contractor should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of insolvency, or if Contractor or any subcontractors should violate any of the provisions of the Contract, Owner may serve written notice upon Contractor and its surety of Owner's intention to terminate the Contract. The notice shall contain the reasons for such intention to terminate the Contract, and, unless within ten days after serving such notice, such violation shall cease and satisfactory arrangements for correction thereof be made, upon the expiration of the ten days, the Contract shall cease and terminate. In the event of any such termination, Owner shall immediately serve written notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and perform the Contract; provided, however that, if the surety within fifteen days after the serving upon it of notice of termination does not give Owner written notice of its intention to take over and perform the Contract or does not commence performance thereof within thirty days from the date of the serving of such notice, Owner may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable, for the account and at the expense of Contractor, and Contractor and its surety shall be liable to Owner for any excess cost occasioned Owner thereby, and in such event Owner may without liability for so doing take possession of and utilize in completing the work, such materials, appliances, plant and other property belonging to Contractor as may be on the site of the work and necessary therefor.

10. Owner's Right to Withhold Certain Amounts and Make Application Thereof. In addition to the amount which Owner may retain under Section 21 below, until the final completion and acceptance of all work covered by the Contract, Owner may withhold from payment to Contractor such amount or amounts as in its judgment may be necessary to pay just claims against Contractor or any subcontractors for labor and services rendered and materials furnished in and about the work. Owner may apply such withheld amount or amounts to the payment of such claims in its discretion. In so doing Owner shall be

deemed the agent of Contractor and any payment so made by Owner shall be considered as a payment made under the Contract by Owner to the Contractor and Owner shall not be liable to Contractor for any such payment made in good faith. Such payment may be made without prior judicial determination of the claim or claims.

11. Notice and Service Thereof. All notices required pursuant to this Contract shall be communicated in writing, and shall be delivered in person, by commercial courier or by first class or priority mail delivered by the United States Postal Service. Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by email or fax, to accomplish timely communication. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of three business days after mailing. All notices sent pursuant to this Contract shall be addressed as follows:

Owner: City of Sunnyvale
Department of Public Works
Construction Contract Administrator
P. O. Box 3707
Sunnyvale, CA 94088-3707

Contractor: Bear Electrical Solutions, Inc.
Attn: Robert Asuncion
1252 State Street
Alviso, CA 95002

12. Assignment of Contract. Neither the Contract, nor any part thereof, nor moneys due or to become due thereunder may be assigned by Contractor without the prior written approval of Owner.

13. Compliance with Specifications of Materials. Whenever in the Specifications, any material or process is indicated or specified by patent or proprietary name, or by name of manufacturer, such Specifications must be met by Contractor, unless Owner agrees in writing to some other material, process or article offered by Contractor which is equal in all respects to the one specified.

14. Contract Security. Contractor shall furnish a surety bond in an amount at least equal to 100 percent of the contract price as security for the faithful performance of this Contract. Contractor shall also furnish a separate surety bond in an amount at least equal to 100 percent of the contract price as security for the payment of all persons for furnishing materials, provisions, provender, or other supplies, or teams, used in, upon, for or about the performance of the work contracted to be done, or for performing any work or labor thereon of any kind, and for the payment of amounts due under the Unemployment Insurance Code with respect to such work or labor in connection with this Contract, and for the payment of a reasonable attorney's fee to be fixed by the court in case suit is brought upon the bond. Bonds shall be issued by an admitted surety insurer authorized to operate in the state of California.

15. Insurance. The Owner requires that Contractor shall maintain insurance requirements on the Pacific Insurance Network System (PINS). Contractor shall procure and maintain, at its own expense during the life of this Agreement, policies of insurance as specified in Exhibit "C" attached and incorporated by reference, and shall provide all certificates and/or endorsements as specified in Exhibit "C."

16. Indemnification and Hold Harmless. Contractor agrees to defend, save, indemnify and hold harmless Owner and all its officers, employees, and agents, against any and all liability, claims, judgments, or demands, including demands arising from injuries or death of persons (Contractor's employees included) and damage to property, arising directly or indirectly out of the obligations herein undertaken or out of the operations conducted by Contractor, save and except claims or litigation arising through the active negligence or willful misconduct of Owner, or of Owner's officials, agents, employees, servants, or independent contractors who are directly responsible to Owner. Contractor shall make good and reimburse Owner for any expenditures, including reasonable attorneys' fees, Owner may make by reason of such

claim or litigation, and, if requested by Owner, Contractor shall defend any such suits at the sole cost and expense of Contractor.

17. Hours of Work. Eight hours of labor during any one calendar day and forty hours of labor during any one calendar week shall constitute the maximum hours of service upon all work done hereunder, and it is expressly stipulated that no laborer, worker, or mechanic employed at any time by the Contractor or by any subcontractor or subcontractors under this Contract, upon the work or upon any part of the work contemplated by this Contract, shall be required or permitted to work thereon more than eight hours during any one calendar day and forty hours during any one calendar week, except, as provided by Section 1815 of the Labor Code of the State of California, work performed by employees of contractors in excess of eight hours per day and forty hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay. It is further expressly stipulated that for each and every violation of Sections 1811-1815, inclusive, of the Labor Code of the State of California, all the provisions whereof are deemed to be incorporated herein, Contractor shall forfeit, as a penalty to Owner, twenty-five dollars ($25.00) for each laborer, worker, or mechanic employed in the execution of this Contract by Contractor, or by any subcontractor under this Contract, for each calendar day during which the laborer, worker, or mechanic is required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week in violation of the provisions of the Sections of the Labor Code.

Contractor, and each subcontractor, shall, in accordance with California Labor Code Section 1776 or as the same may be later amended, keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with work under this agreement. Each payroll record shall contain or be verified by a written declaration under penalty of perjury, in accordance with Labor Code Section 1776(a). Such payroll records shall be made available at all reasonable times at the Contractor's principal office to the persons authorized to inspect such records pursuant to Labor Code Section 1776. A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations, as well as to the Owner's representative. In the event the Contractor or a Subcontractor fails to comply in a timely manner within ten days to a written notice requesting the records, such contractor or subcontractor shall forfeit one hundred dollars ($100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated, in accordance with Labor Code Section 1776(h).

18. Wage Rates. Pursuant to the Labor Code of the State of California, or any applicable local law, Owner has ascertained the general prevailing rate per diem wages and rates for holidays, and overtime work in the city, for each craft, classification or type of laborer, worker, or mechanic needed to execute this Contract. Owner has adopted, by reference, the general prevailing rate of wages applicable to the work to be done under the Contract, as adopted and published by the Division of Labor Standards Enforcement and Labor Statistics and Research of the State of California, Department of Industrial Relations, to which reference is hereby made for a full and detailed description. A copy of the prevailing wage rates may be reviewed in the office of the Director of Public Works, City of Sunnyvale, 456 West Olive Avenue, Sunnyvale, California. Wage rates can also be obtained through the California Department of Industrial Relations website at: http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm

Neither the notice inviting bids, nor this Contract, shall constitute a representation of fact as to the prevailing wage rates upon which the Contractor or any subcontractor may base any claim against Owner.

It shall be mandatory upon Contractor and upon any subcontractor to pay not less than the specified rates to all laborers, workers, and mechanics employed in the execution of the Contract. It is further expressly stipulated that Contractor shall, as a penalty to Owner, forfeit two hundred dollars ($200.00) for each calendar day, or portion thereof, for each laborer, worker, or mechanic paid less than the stipulated prevailing rates for any work done under this Contract by Contractor or by any subcontractor; and Contractor agrees to comply with all provisions of Section 1775 of the Labor Code.

In case it becomes necessary for Contractor or any subcontractor to employ on the project under this Contract any person in a trade or occupation (except executives, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate is herein specified, Contractor shall immediately notify Owner who will promptly thereafter determine the prevailing rate for such additional trade or occupation and shall furnish Contractor with the minimum rate based thereon. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

19. Accident Prevention. Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and other hazards shall be guarded or eliminated in accordance with the safety provisions of the Construction Safety Orders issued by the Industrial Accident Commission of the State of California.

20. Contractor's Guarantee. Owner shall not, in any way or manner, be answerable or suffer loss, damage, expense or liability for any loss or damage that may happen to the building, work, or equipment or any part thereof, or in, on, or about the same during its construction and before acceptance. Contractor unqualifiedly guarantees the first-class quality of all workmanship and of all materials, apparatus, and equipment used or installed by Contractor or by any subcontractor or supplier in the project which is the subject of this Contract, unless a lesser quality is expressly authorized in the Plans and Specifications, in which event Contractor unqualifiedly guarantees such lesser quality; and that the work as performed by Contractor will conform with the Plans and Specifications or any written authorized deviations therefrom. In case of any defect in work, materials, apparatus or equipment, whether latent or patent, revealed to Owner within one year of the date of acceptance of completion of this Contract by Owner, Contractor will forthwith remedy such defect or defects without cost to Owner.

21. Liquidated Damages. Time shall be the essence of this Contract. If Contractor fails to complete, within the time fixed for such completion, the entire work mentioned and described and contracted to be done and performed, Contractor shall become liable to Owner for liquidated damages in the sum of one thousand dollars exactly ($1,000.00), for each and every calendar day during which work shall remain uncompleted beyond such time fixed for completion or any lawful extension thereof. The amount specified as liquidated damages is presumed to be the amount of damage sustained by Owner since it would be impracticable or extremely difficult to fix the actual damage; and the amount of liquidated damages may be deducted by Owner from moneys due Contractor hereunder, or its assigns and successors at the time of completion, and Contractor, or its assigns and successors at the time of completion, and its sureties shall be liable to Owner for any excess.

22. Governing Law, Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict of law or choice of law principles. Proper venue for legal actions will be exclusively vested in a state court in the County of Santa Clara. The parties agree that subject matter and personal jurisdiction are proper in state court in the County of Santa Clara and waive all venue objections.

23. Severability Clause. In case any one or more of the provisions contained herein 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. Entire Agreement; Amendment. This writing constitutes the entire agreement between the parties relating to the services to be performed or materials to be furnished hereunder. No modification of this Agreement shall be effective unless and until such modification is evidenced by writing signed by all parties.

25. Execution and Counterparts. This Agreement may be executed in multiple counterparts and/or with the signatures of the Parties set forth on different signature sheets and all such counterparts, when taken together, shall be deemed one original.

IN WITNESS WHEREOF, two identical counterparts of this contract, each of which shall for all purposed be deemed an original thereof, have been duly executed by the parties.

CITY OF SUNNYVALE
a California chartered municipal corporation,
Owner

By_____
City Manager Date

Attest:
City Clerk

By_____
City Clerk Date

(SEAL)

APPROVED AS TO FORM:

_____
City Attorney Date

BEAR ELECTRICAL SOLUTIONS, INC.
Contractor

License No. 982079

By_____

_____
Title Date

By_____

_____
Title Date

EXHIBIT A

BID SCHEDULE

No.	Description	QTY	Unit	Unit Cost
1	Mobilization (Recommend Not to Exceed 5% of Total Base Bid)	1	LS	$ 5,000.00
2	Traffic Control	1	LS	$ 30,000.00
3	Prepare/Implement Water Pollution Control Program	1	LS	$ 5,000.00
4	Integrate and program Dilemma Zone Detector System with City Central System	1	LS	$ 10,500.00
5	Mathilda Avenue & Moffett Park Avenue	1	LS	$ 70,000.00
6	Mathilda Avenue & Highway 237 EB Ramps	1	LS	$ 61,500.00
7	Mathilda Avenue & Ross Avenue	1	LS	$ 70,000.00
8	Mathilda Avenue & San Aleso Avenue	1	LS	$ 70,000.00
9	Mathilda Avenue & Washington Avenue	1	LS	$ 70,000.00
10	Mathilda Avenue & El Camino Real	1	LS	$ 70,000.00
11	Fair Oaks Avenue & Ahwanne Avenue	1	LS	$ 70,000.00
12	Fair Oaks Avenue & Duane Avenue	1	LS	$ 80,000.00
13	Fair Oaks Avenue & Maude Avenue	1	LS	$ 76,000.00
14	Fair Oaks Avenue & Arques Avenue	1	LS	$ 70,000.00
15	Fair Oaks Avenue & Olive Avenue	1	LS	$ 70,000.00
16	Wolfe Road & Arques Avenue	1	LS	$ 70,000.00
17	Mathilda Avenue and Maude Avenue	1	LS	$ 70,000.00
18	Sunnyvale Saratoga Road and Fremont Avenue	1	LS	$ 70,000.00

EXHIBIT B

Utilization of Local Workforce in Construction Projects – The Sunnyvale City Council has adopted a policy which encourages utilization of local workforces, including State-certified apprentices, as a means of supporting economic opportunities for all members of the community. Local workforce is defined as workers residing in Santa Clara County. The lowest responsive and responsible bidder must provide a projection of locally-hired workers utilized for this contract.

Contractor	Projected Number of Locally Hired Workers_____ Projected Percent of Locally Hired Workers_____%
Subcontractor(s)	Projected Number of Locally Hired Workers_____ Projected Percent of Locally Hired Workers_____%

Exhibit "C"
Insurance Requirements

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Contractor, their agents, representatives, or employees.

Minimum Scope and Limits of Insurance. Contractor shall maintain limits not less than:

1. **Commercial General Liability**: coverage written on an occurrence basis with limits not less than $2,000,000 per occurrence and $4,000,000 aggregate for bodily injury, personal injury and property damage. ISO Occurrence Form CG 0001 or equivalent is required.

2. **Automobile Liability**: coverage with a combined single limit of not less than $2,000,000 per occurrence applying to all owned, non-owned, or hired vehicles used in conjunction with this contract for bodily injury and property damage. ISO Form CA 0001 or equivalent is required.

3. **Workers' Compensation:** Statutory Limits and **Employer's Liability**: $1,000,000 per accident for bodily injury or disease.

Industry Specific Coverages. If checked below, the following insurance is also required:

Professional Liability / Errors and Omissions Liability coverage with limits not less than $2,000,000 per occurrence or claim.

Valuable Papers and Electronic Data Processing with limits not less than

$10,000 each. Pollution Liability coverage with limits not less than

$2,000,000 per occurrence.

MCS-90 Endorsement to Business Automobile insurance for transportation of hazardous materials and pollutants.

Builder's Risk / Course of Construction coverage written on an "all risk" basis with limits equal to the completed value of the project and no coinsurance penalty provisions.

Installation Floater coverage written on an "all risk" basis with limits equal to the completed value of the project and no coinsurance penalty provisions.

Deductibles, Self-Insured Retentions and Other Coverages:
Any deductibles or self-insured retentions must be declared and approved by the Owner, Risk Manager. The Contractor shall guarantee payment of any losses and related investigations, claim administration and defense expenses within the deductible or self-insured retention.

The aforementioned insurance requirements can be met through any combination of self-insured, primary, and excess/umbrella policies that fulfill the stipulated coverage as cited above.

Other Insurance Provisions:

1. During the term of the contract, the City of Sunnyvale, and its officers, officials, employees, agents, and volunteers are to be covered as an additional insured in the Contractor's commercial general liability policy (and if applicable, valuable papers and electronic data processing, pollution liability, builder's risk, and installation floater policies) with respects to liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Sunnyvale, its officers, officials, employees, agents, or volunteers.

2. During the term of the contract, the Contractor's Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Owner.

3. If Industry Specific Coverage box is check above and if the Contractor's Professional Liability/Errors and Omissions coverage is written on a claims made basis:
    a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
    b. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work.*
    c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Dat*e prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *three (3)* years after completion of contract work

4. If Industry Specific Coverage box is check above, during the term of the contract, the Contractor's Builder's Risk / Course of Construction or Installation Floater policy shall provide coverage for any building, structures, machinery, or equipment that is damaged, impaired, broken or destroyed during the performance of the Work, including during transit, installation and testing.

    The policy shall name the City of Sunnyvale as a Loss Payee with respect to any repairs or replacement of any damaged property or other amounts payable under the policy.

5. For any claims related to this project, the Contractor's insurance shall be primary. Any insurance or self-insurance maintained by the Owner, its officers, officials, employees, agents and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

6. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Owner, its officers, officials, employees, agents, or volunteers.

7. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

8. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Owner.

9. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the Contractor's policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

Acceptability of Insurers:
Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, and who are admitted and authorized to do business and in good standing in California unless otherwise acceptable to the Owner's Risk Manager.

Verification of Coverage:
Contractor shall furnish the Owner with original a Certificate of Insurance effecting the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the Owner, Risk Manager prior to commencement of work.

The Contractor shall provide certificate(s) evidencing renewals of all insurance required herein prior to the expiration date of any such insurance. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

For all insurance policy renewals during the term of this Contract, Contractor shall submit insurance certificates reflecting the policy renewals through PINS.

Subcontractors
Contractor shall require all subcontractors to procure and maintain insurance policies subject to these requirements. Failure of Contractor to verify existence of sub-contractor's insurance shall not relieve Contractor from any claim arising from sub-contractors work on behalf of Contractor.

Required Contract Provisions Federal- Aid Construction Contracts

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts. In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000,

the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by

the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for

inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minorities, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or

incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account, assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor,

or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage

rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a

Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees

may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by

engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may

pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be aid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) - Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts must be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at https://www.dir.ca.gov/Public-Works/Contractor-Registration.html. The local agency will verify registration of all contractors and subcontractors on public works projects at bid and thereafter annually to assure that yearly registration is maintained throughout the life of the project.

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or $10,000 (whichever is greater).

Photocopy this form for additional firms.

FEDERAL PROJECT NUMBER:

NOT APPLICABLE

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number / DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years

Distribution – Original: Local Agency File; Copy: DLAE w/Award Package

Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) - Part 2

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Bidder shall list all subcontractors who provided a quote or bid but **were not selected** to participate as a subcontractor on this project.

Photocopy this form for additional firms.

FEDERAL PROJECT NUMBER:

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number / DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years

NOT APPLICABLE

Distribution – Original: Local Agency File; Copy: DLAE w/Award Package

EXHIBIT 16-B SUBCONTRACTING REQUEST

CONTRACTOR NAME					COUNTY	ROUTE
BUSINESS ADDRESS					CONTRACT NUMBER	
CITY AND STATE			ZIP CODE		FEDERAL-AID PROJECT NUMBER	
A. SUBCONTRACTOR (Name, Business Address, Phone)	B. BID ITEM NUMBER(S)	C. PERCENTAGE OF BID ITEM SUBCONTRACTED	D. SUB LISTED AT BID TIME	E. CERTIFIED DBE	F. DESCRIBE WORK WHEN LESS THAN 100% OF WORK IS SUBCONTRACTED	G. DOLLAR AMOUNT BASED ON THE BID AMOUNT
			Yes ☐ No ☐	Yes ☐ No ☐		
	NOT APPLICABLE		Yes ☐ No ☐	Yes ☐ No ☐		
			Yes ☐ No ☐	Yes ☐ No ☐		
			Yes ☐ No ☐	Yes ☐ No ☐		
			Yes ☐ No ☐	Yes ☐ No ☐		
			Yes ☐ No ☐	Yes ☐ No ☐		

I certify that:

- The Standard Provisions for labor set forth in the contract apply to the subcontracted work.
- If applicable, Form FHWA-1273 of the Special Provisions has been inserted in the subcontracts and should be incorporated in any lower-tier subcontract. Written contracts have been executed for the above noted subcontracted work.

Contractor's Signature	Date

This section is to be completed by the resident engineer.

1. Total of bid items $ _____
2. Contractor must perform with own forces (line 1 X contract req. %) _____ $ _____
3. Bid items previously subcontracted (taken from previously approved 16-B) $ _____
4. Bid items subcontracted (this request) $ _____
5. Total bid items subcontracted (line 3 plus 4) $ _____
6. Balance of work contractor to perform (line 1 minus 5) $ _____

Approved	
RESIDENT ENGINEER'S SIGNATURE	DATE

Copy Distribution: Original-Contractor Copy- Resident Engineer Copy- OBEO- smallbusinessadvocate@dopt.ca.gov or fax to (916) 324-1949

INSTRUCTIONS FOR COMPLETING SUBCONTRACTING REQUEST FORM

All first-tier subcontractors must be included on a subcontractor request.

Before subcontracting work starts, the contractor will submit an original CEM-1201 for approval according to the Standard Specifications. After approval, the RE returns the original to the contractor and complete the remaining distribution as listed on the bottom of the form.

D. If subcontractor was listed at bid time per the Fair Practices Act, check yes, otherwise check no.

E. If subcontractor is a certified DBE contractor, check yes, otherwise check no.

F. and G. When a portion of an item is subcontracted, describe the portion and show the percentage of the bid item and value.

G. When an entire item is subcontracted, show the full bid item value.

THIS FORM IS NOT TO BE USED FOR SUBSTITUTIONS OF SUBCONTRACTORS, AND/OR UDBE, DVBE, OR SMALL BUSINESS ENTITIES.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder Bear Electrical Solutions, Inc., proposed subcontractor not applicable, hereby certifies that he has ___ , has not X, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filling requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has ___ , has not X been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No X

If the answer is yes, explain the circumstances in the following space:

Public Contract Code 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two (2) year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Notes:

- The above Statement and Questionnaire are part of the Proposal.
- Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.
- Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Non-collusion Affidavit

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY of SUNNYVALE
DEPARTMENT OF PUBLIC WORKS.

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Non-collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgement rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

IRAN CONTRACTING ACT CERTIFICATION

(For Bids of $1,000,000 or more, each Bidder shall submit this form,
Public Contract Code Section 2200 et seq.)

Type text here

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct:

The Contractor is not:

(I) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(II) a financial institution that extends, for 45 days or more, credit in the amount of $20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ Check this box if unable to complete this form. Provide explanation below.

Signed: _____

Titled: Vice President

Firm: Bear Electrical Solutions, Inc.

Date: 08/09/22

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of $250,000 or twice the Contract Price, termination of the Contract and/or ineligibility to bid on contracts for three years.

Explanation:

_____

_____

_____

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

3) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

☐ a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:

☐ a. bid/offer/application
b. initial award
c. post-award

3. Report Type:

☐ a. initial
b. material change

For Material Change Only:
year ____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee
Tier _____, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

NOT APPLICABLE - NO LOBBYING ACTIVITIES TO DISCLOSE

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

b. Individuals Performing Services (including address if different from No. 10a)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)

$_____ ☐ actual ☐ planned

12. Form of Payment (check all that apply):

☐ a. cash
☐ b. in-kind; specify: nature _____
value _____

13. Type of Payment (check all that apply)

☐ a. retainer
☐ b. one-time fee
☐ c. commission
☐ d. contingent fee
☐ e deferred
☐ f. other, specify _____

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: **Yes** ☐ **No** ☐

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: 

Print Name: Robert Asuncion

Title: Vice President

Telephone No.: 408-449-5178 Date: 08/10/22

Authorized for Local Reproduction
Standard Form - LLL

Federal Use Only:

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.
    (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal

15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503

SF-LLL-Instructions Rev. 06-04-90«ENDIF»

Accompanying this proposal is BIDDERS BOND

(NOTICE: INSERT THE WORDS "CASH ($ _____)," "CASHIER'S CHECK," "CERTIFIED CHECK," OR "BIDDER'S BOND," AS THE CASE MAY BE.)

in amount equal to at least ten percent of the total of the bid.

The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE: *If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a copartnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.*

Bear Electrical Solutions, Inc.

Mike Peters, Robert Asuncion, Andrew Bader

Licensed in conformance with an act providing for the registration of Contractors,
License No. 982079 Classification(s) C-10,C-31,A, C61/D-31

ADDENDA

This Proposal is submitted with respect to the changes to the contract included in addenda number/s

1

(*Fill in addenda numbers if addenda have been received and insert, in this Proposal, any Engineer's Estimate sheets that were received as part of the addenda.*)

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Non-collusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date: 08/09/22

SIGN HERE →

Vice President

Signature and Title of Bidder

Business Address 1252 State Street, Po Box 924, Alviso, CA 95002-0924

Place of Business ALVISO, CA

Place of Residence SAN JOSE, CA

EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Agency: CITY OF SUNNYVALE 2. Contract DBE Goal: 17%
3. Project Description: ADVANCE DILEMMA ZONE DETECTION PHASE II
4. Project Location: VARIOUS LOCATIONS
5. Bidder's Name: BEAR ELECTRICAL SOLUTIONS, INC. 6. Prime Certified DBE: ☐ 7. Bid Amount: $1,038,000.00
8. Total Dollar Amount for **ALL** Subcontractors: N/A 9. Total Number of **ALL** Subcontractors: N/A

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount
4-18	VIDEO DETECTIONS SYSTEM HARDWARE AND SOFTWARE	39438	LOGISTICAL ENTERPRISES, INC 811 PURVIS AVENUE, CLOVIS, CA 559-797-4034	$350,000.00

Local Agency to Complete this Section upon Execution of Award

21. Local Agency Contract Number:
22. Federal-Aid Project Number:
23. Bid Opening Date:
24. Contract Award Date:
25. Award Amount:

Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.

26. Local Agency Representative's Signature 27. Date
28. Local Agency Representative's Name 29. Phone
30. Local Agency Representative's Title

$350,000.00(60%) = $210,000.00

15. TOTAL CLAIMED DBE PARTICIPATION 20.2 %

IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.

16. Preparer's Signature 17. Date: 08/10/22
18. Preparer's Name: Robert Asuncion 19. Phone: (408)449-5178
20. Preparer's Title: Vice President

DISTRIBUTION: 1. Original – Local Agency
2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.
3. Include additional copy with award package.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT

CONTRACTOR SECTION

1. Local Agency - Enter the name of the local agency that is administering the contract.
2. Contract DBE Goal - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. Project Location - Enter the project location(s) as it appears on the project advertisement.
4. Project Description - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
5. Bidder's Name - Enter the contractor's firm name.
6. Prime Certified DBE - Check box if prime contractor is a certified DBE.
7. Bid Amount - Enter the total contract bid dollar amount for the prime contractor.
8. Total Dollar Amount for ALL Subcontractors – Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
9. Total number of ALL subcontractors – Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
10. Bid Item Number - Enter bid item number for work, services, or materials supplied to be provided.
11. Description of Work, Services, or Materials Supplied - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
12. DBE Certification Number - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
13. DBE Contact Information - Enter the name, address, and phone number of all DBE subcontracted contractors. Also, enter the prime contractor's name and phone number, if the prime is a DBE.
14. DBE Dollar Amount - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
15. Total Claimed DBE Participation - $: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Claimed DBE Participation Dollars" divided by item "Bid Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
16. Preparer's Signature - The person completing the DBE commitment form on behalf of the contractor's firm must sign their name.
17. Date - Enter the date the DBE commitment form is signed by the contractor's preparer.
18. Preparer's Name - Enter the name of the person preparing and signing the contractor's DBE commitment form.
19. Phone - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
20. Preparer's Title - Enter the position/title of the person signing the contractor's DBE commitment form.

LOCAL AGENCY SECTION

21. Local Agency Contract Number - Enter the Local Agency contract number or identifier.
22. Federal-Aid Project Number - Enter the Federal-Aid Project Number(s).
23. Bid Opening Date - Enter the date contract bids were opened.
24. Contract Award Date - Enter the date the contract was executed.
25. Award Amount – Enter the contract award amount as stated in the executed contract.
26. Local Agency Representative's Signature - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of this form is complete and accurate.
27. Date - Enter the date the DBE commitment form is signed by the Local Agency Representative.
28. Local Agency Representative's Name - Enter the name of the Local Agency Representative certifying the contractor's DBE commitment form.
29. Phone - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
30. Local Agency Representative Title - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.

EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Federal-aid Project No(s). _____ Bid Opening Date _____

The (Agency Name) _____ established a Disadvantaged Business Enterprise (DBE) goal of _____% for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) business days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer's or bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions, **please attach additional sheets as needed**:

A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement
NOT APPLICABLE	

B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates
NOT APPLICABLE		

C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount ($)	Percentage Of Contract
				%
				%
		NOT APPLICABLE		%
				%

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

NOT APPLICABLE

Names, addresses and phone numbers of firms selected for the work above:

NOT APPLICABLE

E. Efforts (e.g., in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

NOT APPLICABLE

F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

NOT APPLICABLE

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

NOT APPLICABLE

H. Any additional data to support a demonstration of good faith efforts:

NOT APPLICABLE

"General Decision Number: CA20220018 07/29/2022

Superseded General Decision Number: CA20210018

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Alameda, Calaveras, Contra Costa, Fresno, Kings, Madera, Mariposa, Merced, Monterey, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Stanislaus and Tuolumne Counties in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker

protections under the Executive Orders is available at https://www.dol.gov/agencies/whd/government-contracts.

Modification Number	Publication Date
0	01/07/2022
1	01/14/2022
2	01/21/2022
3	02/18/2022
4	02/25/2022
5	03/25/2022
6	04/01/2022
7	06/03/2022
8	07/01/2022
9	07/15/2022
10	07/22/2022
11	07/29/2022

ASBE0016-004 01/01/2021

AREA 1: CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TOULMNE COUNTIES

AREA 2: ALAMEDA, CONTRA COSTA, SAN FRANSICO, SAN MATEO & SANTA CLARA COUNTIES

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)		
Area 1	$ 30.45	10.60
Area 2	$ 36.53	9.27

ASBE0016-008 01/01/2021

AREA 1: ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANSICO, SAN MATEO, SANTA CLARA, & SANTA CRUZ

AREA 2: CALAVERAS, COLUSA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAU, & TUOLUMNE

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems)		
Area 1	$ 74.16	23.58
Area 2	$ 46.81	33.50

BOIL0549-001 01/01/2021

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: REMAINING COUNTIES

	Rates	Fringes
BOILERMAKER		
Area 1	$ 49.62	41.27
Area 2	$ 45.60	38.99

BRCA0003-001 08/01/2021

	Rates	Fringes
MARBLE FINISHER	$ 37.72	17.64

BRCA0003-003 08/01/2021

	Rates	Fringes
MARBLE MASON	$ 53.17	29.10

BRCA0003-005 05/01/2020

	Rates	Fringes
BRICKLAYER		
(1) Fresno, Kings, Madera, Mariposa, Merced	$ 43.68	22.19
(7) San Francisco, San Mateo	$ 47.65	26.77
(8) Alameda, Contra Costa, San Benito, Santa Clara	$ 49.42	22.70
(9) Calaveras, San Joaquin, Stanislaus, Toulumne	$ 45.12	21.55
(16) Monterey, Santa Cruz	$ 45.88	25.02

BRCA0003-008 07/01/2021

	Rates	Fringes
TERRAZZO FINISHER	$ 39.95	18.46
TERRAZZO WORKER/SETTER	$ 53.03	28.34

BRCA0003-011 04/01/2019

AREA 1: Alameda, Contra Costa, Monterey, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz

AREA 2: Calaveras, San Joaquin, Stanislaus, Tuolumne

AREA 3: Fresno, Kings, Madera, Mariposa, Merced

	Rates	Fringes
TILE FINISHER		
Area 1	$ 29.94	16.38
Area 2	$ 25.60	14.30
Area 3	$ 26.58	15.65
Tile Layer		

Area 1	$ 49.90	19.16
Area 2	$ 42.67	16.81
Area 3	$ 40.27	18.58

CARP0022-001 07/01/2021

San Francisco County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 55.00	31.49
Journeyman Carpenter	$ 54.85	31.49
Millwright	$ 54.95	33.08

CARP0034-001 07/01/2021

	Rates	Fringes
Diver		
Assistant Tender, ROV Tender/Technician	$ 54.10	34.69
Diver standby	$ 60.51	34.69
Diver Tender	$ 59.51	34.69
Diver wet	$ 103.62	34.69
Manifold Operator (mixed gas)	$ 64.51	34.69
Manifold Operator (Standby)	$ 59.51	34.69

DEPTH PAY (Surface Diving):
050 to 100 ft $2.00 per foot
101 to 150 ft $3.00 per foot
151 to 220 ft $4.00 per foot
221 ft.-deeper $5.00 per foot

SATURATION DIVING:
The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:
Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: $1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48"" in height, the premium will be $1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:
Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

CARP0034-003 07/01/2021

	Rates	Fringes
Piledriver	$ 54.10	34.69

CARP0035-007 07/01/2020

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, San Joaquin, Stanislaus, Tuolumne Counties

	Rates	Fringes
Modular Furniture Installer		
Area 1		
Installer	$ 28.76	22.53
Lead Installer	$ 32.21	23.03
Master Installer	$ 36.43	23.03
Area 2		
Installer	$ 26.11	22.53
Lead Installer	$ 29.08	23.03
Master Installer	$ 32.71	23.03
Area 3		
Installer	$ 25.16	22.53
Lead Installer	$ 27.96	23.03
Master Installer	$ 31.38	23.03

CARP0035-008 08/01/2020

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: San Joaquin

AREA 4: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, Stanislaus, Tuolumne Counties

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1	$ 52.65	31.26
Area 2	$ 46.77	31.26
Area 3	$ 47.27	31.26
Area 4	$ 45.92	31.26
Drywall Stocker/Scrapper		
Area 1	$ 26.33	18.22
Area 2	$ 23.39	18.22
Area 3	$ 23.64	18.22
Area 4	$ 22.97	18.22

CARP0152-001 07/01/2020

Contra Costa County

	Rates	Fringes
Carpenters		

Bridge Builder/Highway
Carpenter.....$ 52.65 30.82
Hardwood Floorlayer,
Shingler, Power Saw
Operator, Steel Scaffold &
Steel Shoring Erector, Saw
Filer.....$ 52.80 30.82
Journeyman Carpenter.....$ 52.65 30.82
Millwright.....$ 52.75 32.41

CARP0152-002 07/01/2020

San Joaquin County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway		
Carpenter	$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw		
Filer	$ 46.92	30.82
Journeyman Carpenter	$ 46.77	30.82
Millwright	$ 49.27	32.41

CARP0152-004 07/01/2020

Calaveras, Mariposa, Merced, Stanislaus and Tuolumne Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway		
Carpenter	$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw		
Filer	$ 45.57	30.82
Journeyman Carpenter	$ 45.42	30.82
Millwright	$ 47.92	32.41

CARP0217-001 07/01/2021

San Mateo County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway		
Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw		
Filer	$ 55.00	31.49
Journeyman Carpenter	$ 54.85	31.49
Millwright	$ 54.95	33.08

CARP0405-001 07/01/2021

Santa Clara County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 55.00	31.49
Journeyman Carpenter	$ 54.85	31.49
Millwright	$ 54.95	33.08

CARP0405-002 07/01/2021

San Benito County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 49.12	31.49
Journeyman Carpenter	$ 48.97	31.49
Millwright	$ 51.47	33.08

CARP0505-001 07/01/2021

Santa Cruz County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 49.12	31.49
Journeyman Carpenter	$ 48.97	31.49
Millwright	$ 51.47	33.08

CARP0605-001 07/01/2021

Monterey County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 49.12	31.49
Journeyman Carpenter	$ 48.97	31.49
Millwright	$ 51.47	33.08

CARP0701-001 07/01/2021

Fresno and Madera Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 47.77	31.49
Journeyman Carpenter	$ 47.62	31.49
Millwright	$ 50.12	33.08

CARP0713-001 07/01/2021

Alameda County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 55.00	31.49
Journeyman Carpenter	$ 54.85	31.49
Millwright	$ 54.95	33.08

CARP1109-001 07/01/2021

Kings County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 47.77	31.49
Journeyman Carpenter	$ 47.62	31.49
Millwright	$ 50.12	33.08

ELEC0006-004 12/01/2021

SAN FRANCISCO COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 48.43	3%+23.15
Technician	$ 55.69	3%+23.15

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by

their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0006-007 06/01/2022

SAN FRANCISCO COUNTY

	Rates	Fringes
ELECTRICIAN	$ 83.25	3%+40.065

ELEC0100-002 09/01/2021

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 41.00	26.18

ELEC0100-005 12/01/2019

FRESNO, KINGS, MADERA

	Rates	Fringes
Communications System		
Installer	$ 35.25	20.86
Technician	$ 40.54	21.02

SCOPE OF WORK
Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS
Background foreground music, Intercom and telephone interconnect systems, Telephone systems Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage, master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide,

B. FIRE ALARM SYSTEMS Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems Vibration sensor systems Card access systems Access control systems, Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems, Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems, VSAT Data Systems Data Communication Systems RF and Remote Control Systems, Fiber Optic Data Systems

WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:
1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

ELEC0234-001 12/27/2021

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
ELECTRICIAN		
Zone A	$ 56.91	29.31
Zone B	$ 62.60	29.48

Zone A: All of Santa Cruz, Monterey, and San Benito Counties within 25 air miles of Highway 1 and Dolan Road in Moss Landing, and an area extending 5 miles east and west of Highway 101 South to the San Luis Obispo County Line

Zone B: Any area outside of Zone A

ELEC0234-003 12/01/2021

MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Sound & Communications		
Installer	$ 47.93	24.09
Technician	$ 55.12	24.30

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other

data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0302-001 03/01/2021

CONTRA COSTA COUNTY

	Rates	Fringes
CABLE SPLICER	$ 63.86	29.17
ELECTRICIAN	$ 56.76	28.95

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* ELEC0302-003 12/01/2021

CONTRA COSTA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 43.71	23.96
Technician	$ 50.27	24.16

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0332-001 06/01/2021

SANTA CLARA COUNTY

	Rates	Fringes
CABLE SPLICER	$ 86.45	42.14
ELECTRICIAN	$ 75.17	41.81

FOOTNOTES: Work under compressed air or where gas masks are required, orwork on ladders, scaffolds, stacks, ""Bosun's chairs,"" or other structures and where the workers are not protected by permanent guard rails at a distance of 40 to 60 ft. from the ground or supporting structures: to be paid one and one-half times the straight-time rate of pay. Work on structures of 60 ft. or over (as described above): to be paid twice the straight-time rate of pay.

ELEC0332-003 12/01/2021

SANTA CLARA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 47.93	24.088
Technician	$ 55.12	24.304

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0595-001 06/01/2021

ALAMEDA COUNTY

	Rates	Fringes
CABLE SPLICER	$ 72.80	3%+39.94
ELECTRICIAN	$ 63.30	3%+39.94

ELEC0595-002 06/01/2021

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes

CABLE SPLICER.....$ 50.70 7.75%+25.58
ELECTRICIAN
(1) Tunnel work.....$ 44.25 7.75%+25.58
(2) All other work.....$ 42.25 7.75%+25.58

ELEC0595-006 12/01/2021

ALAMEDA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 47.93	3%+22.65
Technician	$ 55.12	3%+22.65

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0595-008 12/01/2021

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
Communications System		
Installer	$ 38.24	3%+22.65
Technician	$ 43.98	3%+22.65

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which

involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0617-001 06/01/2022

SAN MATEO COUNTY

	Rates	Fringes
ELECTRICIAN	$ 74.00	43.76

ELEC0617-003 12/01/2021

SAN MATEO COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 47.93	24.09
Technician	$ 55.12	24.30

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0684-001 06/01/2022

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 44.25	3%+26.63

CABLE SPLICER = 110% of Journeyman Electrician

ELEC0684-004 12/01/2021

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
Communications System		
Installer	$ 38.24	23.80

Technician.....$ 43.98 23.97

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC1245-001 01/01/2022

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer	$ 60.19	22.07
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment)	$ 48.08	20.86
(3) Groundman	$ 36.76	20.46
(4) Powderman	$ 51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

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ELEV0008-001 01/01/2022

	Rates	Fringes
ELEVATOR MECHANIC	$ 74.54	36.885+a+b

FOOTNOTE:
a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0003-001 06/28/2021

""AREA 1"" WAGE RATES ARE LISTED BELOW

""AREA 2"" RECEIVES AN ADDITIONAL $2.00 PER HOUR ABOVE AREA 1 RATES.

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (AREA 1:)		
GROUP 1	$ 53.92	31.54
GROUP 2	$ 52.39	31.54
GROUP 3	$ 50.91	31.54
GROUP 4	$ 49.53	31.54
GROUP 5	$ 48.26	31.54
GROUP 6	$ 46.94	31.54
GROUP 7	$ 45.80	31.54
GROUP 8	$ 44.66	31.54
GROUP 8-A	$ 42.45	31.54
OPERATOR: Power Equipment (Cranes and Attachments - AREA 1:)		
GROUP 1		
Cranes	$ 52.30	31.15
Oiler	$ 43.79	31.15
Truck crane oiler	$ 46.08	31.15
GROUP 2		
Cranes	$ 50.54	31.15
Oiler	$ 42.83	31.15
Truck crane oiler	$ 45.07	31.15
GROUP 3		
Cranes	$ 48.80	31.15
Hydraulic	$ 44.44	31.15
Oiler	$ 42.55	31.15
Truck crane oiler	$ 44.83	31.15
GROUP 4		
Cranes	$ 45.76	31.15
OPERATOR: Power Equipment (Piledriving - AREA 1:)		
GROUP 1		
Lifting devices	$ 52.64	31.15
Oiler	$ 43.38	31.15
Truck Crane Oiler	$ 45.66	31.15
GROUP 2		
Lifting devices	$ 50.82	31.15
Oiler	$ 43.11	31.15
Truck Crane Oiler	$ 45.41	31.15
GROUP 3		
Lifting devices	$ 49.14	31.15
Oiler	$ 42.89	31.15
Truck Crane Oiler	$ 45.12	31.15
GROUP 4		
Lifting devices	$ 47.37	31.15
GROUP 5		
Lifting devices	$ 44.73	31.15
GROUP 6		
Lifting devices	$ 42.50	31.15
OPERATOR: Power Equipment (Steel Erection - AREA 1:)		
GROUP 1		
Cranes	$ 53.27	31.15
Oiler	$ 43.72	31.15
Truck Crane Oiler	$ 45.95	31.15
GROUP 2		

Cranes	$ 51.50	31.15
Oiler	$ 43.45	31.15
Truck Crane Oiler	$ 45.73	31.15
GROUP 3		
Cranes	$ 50.02	31.15
Hydraulic	$ 45.07	31.15
Oiler	$ 43.23	31.15
Truck Crane Oiler	$ 45.46	31.15
GROUP 4		
Cranes	$ 48.00	31.15
GROUP 5		
Cranes	$ 46.70	31.15
OPERATOR: Power Equipment (Tunnel and Underground Work - AREA 1:)		
SHAFTS, STOPES, RAISES:		
GROUP 1	$ 47.52	31.15
GROUP 1-A	$ 49.99	31.15
GROUP 2	$ 46.26	31.15
GROUP 3	$ 44.93	31.15
GROUP 4	$ 43.79	31.15
GROUP 5	$ 42.65	31.15
UNDERGROUND:		
GROUP 1	$ 47.42	31.15
GROUP 1-A	$ 49.89	31.15
GROUP 2	$ 46.16	31.15
GROUP 3	$ 44.83	31.15
GROUP 4	$ 43.69	31.15
GROUP 5	$ 42.55	31.15

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: $.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty

drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber- tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed constuction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self- propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing

mahcine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

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ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons

up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

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AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS,TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS,

MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS, TUOLUMNE
AREA 2 -NOTED BELOW

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

CALAVERAS COUNTY:
Area 1: Remainder
Area 2: Eastern Part

FRESNO COUNTY:
Area 1: Remainder
Area 2: Eastern Part

MADERA COUNTY:
Area 1: Remainder
Area 2: Eastern Part

MARIPOSA COUNTY:
Area 1: Remainder
Area 2: Eastern Part

MONTEREY COUNTY:
Area 1: Remainder
Area 2: Southwestern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

ENGI0003-008 07/20/2020

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman	$ 49.88	34.35
(2) Dredge Dozer; Heavy duty repairman	$ 44.92	34.35
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator	$ 43.80	34.35
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler	$ 40.50	34.35
AREA 2:		
(1) Leverman	$ 51.88	34.35
(2) Dredge Dozer; Heavy duty repairman	$ 46.92	34.35
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator	$ 45.80	34.35
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler	$ 42.50	34.35

AREA DESCRIPTIONS

AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

THE REMAINGING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Remainder
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY:
Area 1: Remainder
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

MONTERREY COUNTY
Area 1: Except Southwestern part
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: Al but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Remainder

TEHAMA COUNTY:
Area 1: All but the Western border with Mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeastern border with Shasta County
Area 2: Remainder

TUOLUMNE COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

ENGI0003-019 06/29/2020

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1	$ 39.95	30.28
AREA 2	$ 41.95	30.28
GROUP 2		
AREA 1	$ 36.35	30.28
AREA 2	$ 38.35	30.28
GROUP 3		
AREA 1	$ 31.74	30.28
AREA 2	$ 33.74	30.28

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired

Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:
Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:
Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:
Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY
Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:
Area 1: Central and Southeastern parts

Area 2: Remainder

MONTEREY COUNTY
Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Reaminder

TEHAMA COUNTY:
Area 1: All but the Western border with mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeaster border with Shasta County
Area 2: Remainder

TULARE COUNTY;
Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

IRON0377-001 07/01/2021

ALAMEDA, CONTRA COSTA, SAN MATEO, SANTA CLARA & SAN FRANCISCO COUNTIES

	Rates	Fringes
Ironworkers:		
Fence Erector	$ 38.08	24.91
Ornamental, Reinforcing		

and Structural.....$ 45.73 33.55

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

IRON0433-005 07/01/2020

REMAINING COUNTIES

	Rates	Fringes
IRONWORKER		
Fence Erector	$ 34.58	24.81
Ornamental, Reinforcing and Structural	$ 41.00	33.45

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0067-002 06/27/2022

AREA ""A"" - ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA ""B"" - CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA,

MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
Asbestos Removal Laborer		
All Counties	$ 27.05	13.50
LABORER (Lead Removal)		
Area A	$ 35.37	26.95
Area B	$ 34.37	26.95

ASBESTOS REMOVAL-SCOPE OF WORK: Site mobilization; initial site clean-up; site preparation; removal of asbestos-containing materials from walls and ceilings; or from pipes, boilers and mechanical systems only if they are being scrapped; encapsulation, enclosure and disposal of asbestos-containing materials by hand or with equipment or machinery; scaffolding; fabrication of temporary wooden barriers; and assembly of decontamination stations.

LABO0073-002 06/28/2021

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 33.48	26.21
Traffic Control Person I	$ 33.78	26.21
Traffic Control Person II	$ 31.28	26.21

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0073-003 07/01/2021

SAN JOAQUIN COUNTY

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 34.09	24.41

LABO0073-005 07/01/2021

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 42.00	25.71
GROUP 2	$ 41.77	25.71
GROUP 3	$ 41.52	25.71
GROUP 4	$ 41.07	25.71
GROUP 5	$ 40.53	25.71
Shotcrete Specialist	$ 42.52	25.71

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0073-007 06/25/2018

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS)		
Construction Specialist Group	$ 30.49	23.20
GROUP 1	$ 29.79	23.20
GROUP 1-a	$ 30.01	23.20
GROUP 1-c	$ 29.84	23.20
GROUP 1-e	$ 30.34	23.20
GROUP 1-f	$ 30.37	23.20
GROUP 2	$ 29.64	23.20
GROUP 3	$ 29.54	23.20
GROUP 4	$ 23.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS)		
(1) New Construction	$ 29.54	23.20
(2) Establishment Warranty Period	$ 23.23	23.20
LABORER (GUNITE)		
GROUP 1	$ 29.75	22.31
GROUP 2	$ 29.25	22.31
GROUP 3	$ 28.66	22.31
GROUP 4	$ 28.54	22.31
LABORER (WRECKING)		
GROUP 1	$ 29.79	23.20
GROUP 2	$ 29.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0073-009 07/01/2021

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (Plaster Tender)	$ 35.82	28.45

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0261-003 06/28/2021

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 34.48	26.21
Traffic Control Person I	$ 34.78	26.21
Traffic Control Person II	$ 32.28	26.21

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0261-005 07/01/2021

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 42.00	25.71
GROUP 2	$ 41.77	25.71
GROUP 3	$ 41.52	25.71
GROUP 4	$ 41.07	25.71
GROUP 5	$ 40.53	25.71
Shotcrete Specialist	$ 42.52	25.71

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0261-009 06/25/2018

SAN FRANCISCO, AND SAN MATEO COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group	$ 31.49	23.20
GROUP 1	$ 30.79	23.20
GROUP 1-a	$ 31.01	23.20
GROUP 1-c	$ 30.84	23.20
GROUP 1-e	$ 31.34	23.20
GROUP 1-f	$ 31.37	23.20
GROUP 2	$ 30.64	23.20
GROUP 3	$ 30.54	23.20
GROUP 4	$ 24.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction	$ 30.54	23.20
(2) Establishment Warranty Period	$ 24.23	23.20
LABORER (WRECKING - AREA A:)		
GROUP 1	$ 30.79	23.20
GROUP 2	$ 30.64	23.20
Laborers: (GUNITE - AREA A:)		
GROUP 1	$ 30.75	22.31
GROUP 2	$ 30.25	22.31
GROUP 3	$ 29.66	22.31
GROUP 4	$ 29.54	22.31

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers

entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer

manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0261-011 07/01/2021

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
MASON TENDER, BRICK	$ 34.85	26.32

FOOTNOTES: Underground work such as sewers, manholes, catch basins, sewer pipes, telephone conduits, tunnels and cut trenches: $5.00 per day additional. Work in live sewage: $2.50 per day additional.

LABO0261-014 07/01/2021

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
PLASTER TENDER	$ 38.28	29.43

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0270-003 06/28/2021

AREA A: SANTA CLARA

AREA B: MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person		
Area A	$ 34.48	26.21
Area B	$ 33.48	26.21
Traffic Control Person I		
Area A	$ 34.78	26.21
Area B	$ 33.78	26.21
Traffic Control Person II		

Area A	$ 32.28	26.21
Area B	$ 31.28	26.21

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0270-004 07/01/2021

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 42.00	25.71
GROUP 2	$ 41.77	25.71
GROUP 3	$ 41.52	25.71
GROUP 4	$ 41.07	25.71
GROUP 5	$ 40.53	25.71
Shotcrete Specialist	$ 42.52	25.71

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0270-005 07/01/2021

MONTEREY AND SAN BENITO COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 34.09	24.41

LABO0270-007 06/25/2018

MONTEREY, SAN BENITO, AND SANTA CRUZ, COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B)		
Construction Specialist Group	$ 30.40	23.20
GROUP 1	$ 29.79	23.20
GROUP 1-a	$ 30.01	23.20
GROUP 1-c	$ 29.84	23.20
GROUP 1-e	$ 30.34	23.20
GROUP 1-f	$ 30.37	23.20
GROUP 2	$ 29.64	23.20
GROUP 3	$ 29.54	23.20
GROUP 4	$ 23.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B)		
(1) New Construction	$ 29.54	23.20
(2) Establishment Warranty Period	$ 23.23	23.20
LABORER (GUNITE - AREA B)		
GROUP 1	$ 29.75	22.31
GROUP 2	$ 29.25	22.31
GROUP 3	$ 28.66	22.31
GROUP 4	$ 28.54	22.31
LABORER (WRECKING - AREA B)		
GROUP 1	$ 29.79	23.20
GROUP 2	$ 29.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting,

whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender,

chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0270-010 06/25/2018

SANTA CLARA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		

Construction Specialist
Group.....$ 31.49 23.20
GROUP 1.....$ 30.79 23.20
GROUP 1-a.....$ 31.01 23.20
GROUP 1-c.....$ 30.84 23.20
GROUP 1-e.....$ 31.34 23.20
GROUP 1-f.....$ 30.37 23.20
GROUP 2.....$ 30.64 23.20
GROUP 3.....$ 30.54 23.20
GROUP 4.....$ 24.23 23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)
(1) New Construction.....$ 30.54 23.20
(2) Establishment Warranty Period.....$ 24.23 23.20

LABORER (GUNITE - AREA A:)
GROUP 1.....$ 30.75 22.31
GROUP 2.....$ 30.25 22.31
GROUP 3.....$ 29.66 22.31
GROUP 4.....$ 29.54 22.31

LABORER (WRECKING - AREA A:)
GROUP 1.....$ 30.79 23.20
GROUP 2.....$ 30.64 23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder;

Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete

construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0270-011 07/01/2017

MONTEREY, SAN BENITO, SANTA CRUZ, SANTA CLARA COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	$ 34.70	21.22

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0294-001 07/01/2020

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
LABORER (Brick)		
Mason Tender-Brick	$ 32.84	23.71

LABO0294-002 06/28/2021

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 33.48	26.21
Traffic Control Person I	$ 33.78	26.21
Traffic Control Person II	$ 31.28	26.21

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0294-005 07/01/2021

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 42.00	25.71
GROUP 2	$ 41.77	25.71
GROUP 3	$ 41.52	25.71
GROUP 4	$ 41.07	25.71
GROUP 5	$ 40.53	25.71
Shotcrete Specialist	$ 42.52	25.71

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0294-008 06/25/2018

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist Group	$ 30.49	23.20
GROUP 1	$ 29.79	23.20
GROUP 1-a	$ 30.01	23.20
GROUP 1-c	$ 29.84	23.20
GROUP 1-e	$ 30.34	23.20
GROUP 1-f	$ 30.37	23.20
GROUP 2	$ 29.64	23.20
GROUP 3	$ 29.54	23.20
GROUP 4	$ 23.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:)		
(1) New Construction	$ 29.54	23.20
(2) Establishment Warranty Period	$ 23.23	23.20
LABORER (GUNITE - AREA B:)		
GROUP 1	$ 29.75	22.31
GROUP 2	$ 29.25	22.31
GROUP 3	$ 28.66	22.31
GROUP 4	$ 28.54	22.31
LABORER (WRECKING - AREA B:)		
GROUP 1	$ 29.79	23.20
GROUP 2	$ 29.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter,

aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0294-010 07/01/2021

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender	$ 35.82	28.45

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0294-011 07/01/2021

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (Plaster Tender)	$ 35.82	28.45

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0304-002 06/28/2021

ALAMEDA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 34.48	26.21
Traffic Control Person I	$ 34.78	26.21
Traffic Control Person II	$ 32.28	26.21

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0304-003 07/01/2021

ALAMEDA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 42.00	25.71
GROUP 2	$ 41.77	25.71
GROUP 3	$ 41.52	25.71
GROUP 4	$ 41.07	25.71
GROUP 5	$ 40.53	25.71
Shotcrete Specialist	$ 42.52	25.71

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher

in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0304-004 06/25/2018

ALAMEDA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group	$ 31.49	23.20
GROUP 1	$ 30.79	23.20
GROUP 1-a	$ 31.01	23.20
GROUP 1-c	$ 30.84	23.20
GROUP 1-e	$ 31.34	23.20
GROUP 1-f	$ 30.37	23.20
GROUP 2	$ 30.64	23.20
GROUP 3	$ 30.54	23.20
GROUP 4	$ 24.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction	$ 30.54	23.20
(2) Establishment Warranty Period	$ 24.23	23.20
LABORER (GUNITE - AREA A:)		
GROUP 1	$ 30.75	22.31
GROUP 2	$ 30.25	22.31
GROUP 3	$ 29.66	22.31
GROUP 4	$ 29.54	22.31
LABORER (WRECKING - AREA A:)		
GROUP 1	$ 30.79	23.20
GROUP 2	$ 30.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work;

Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically

covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0304-005 05/01/2018

ALAMEDA COUNTY

	Rates	Fringes
Brick Tender	$ 35.37	20.70

FOOTNOTES: Work on jobs where heat-protective clothing is required: $2.00 per hour additional. Work at grinders: $.25 per hour additional. Manhole work: $2.00 per day additional.

LABO0304-008 07/01/2017

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender	$ 34.70	23.11

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0324-002 06/28/2021

CONTRA COSTA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 34.48	26.21
Traffic Control Person I	$ 34.78	26.21
Traffic Control Person II	$ 32.28	26.21

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0324-006 06/25/2018

CONTRA COSTA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 37.82	24.11
GROUP 2	$ 37.59	24.11

GROUP 3.....$ 37.34 24.11
GROUP 4.....$ 36.89 24.11
GROUP 5.....$ 36.35 24.11
Shotcrete Specialist.....$ 38.34 24.11

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0324-012 06/25/2018

CONTRA COSTA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group	$ 31.49	23.20
GROUP 1	$ 30.79	23.20
GROUP 1-a	$ 31.01	23.20
GROUP 1-c	$ 30.84	23.20
GROUP 1-e	$ 31.34	23.20
GROUP 1-f	$ 30.37	23.20
GROUP 1-g	$ 30.99	23.20
GROUP 2	$ 30.64	23.20
GROUP 3	$ 30.54	23.20
GROUP 4	$ 24.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction	$ 30.54	23.20
(2) Establishment Warranty Period	$ 24.23	23.20
LABORER (GUNITE - AREA A:)		
GROUP 1	$ 30.75	22.31
GROUP 2	$ 30.25	22.31
GROUP 3	$ 29.66	22.31
GROUP 4	$ 29.54	22.31
LABORER (WRECKING - AREA A:)		
GROUP 1	$ 30.79	23.20

GROUP 2.....$ 30.64 23.20

FOOTNOTES:
Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and

washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

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LABO0324-014 05/01/2018

CONTRA COSTA COUNTY:

	Rates	Fringes
Brick Tender	$ 35.37	20.70

FOOTNOTES: Work on jobs where heat-protective clothing is required: $2.00 per hour additional. Work at grinders: $.25 per hour additional. Manhole work: $2.00 per day additional.

LABO0324-018 07/01/2021

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender	$ 38.28	29.43

Work on a swing stage scaffold: $1.00 per hour additional.

LABO1130-002 06/28/2021

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 33.48	26.21
Traffic Control Person I	$ 33.78	26.21
Traffic Control Person II	$ 31.28	26.21

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO1130-003 06/26/2017

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 36.60	24.83
GROUP 2	$ 36.37	24.83
GROUP 3	$ 36.12	24.83
GROUP 4	$ 35.67	24.83
GROUP 5	$ 35.13	24.83
Shotcrete Specialist	$ 37.12	24.83

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO1130-005 07/01/2018

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 31.20	22.20

LABO1130-007 06/25/2018

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE , COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist Group	$ 30.49	23.20
GROUP 1	$ 29.79	23.20
GROUP 1-a	$ 30.01	23.20
GROUP 1-c	$ 29.84	23.20
GROUP 1-e	$ 30.34	23.20
GROUP 1-f	$ 29.37	23.20
GROUP 2	$ 29.64	23.20
GROUP 3	$ 29.54	23.20
GROUP 4	$ 23.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:)		
(1) New Construction	$ 29.54	23.20
(2) Establishment Warranty Period	$ 23.23	23.20
LABORER (GUNITE - AREA B:)		
GROUP 1	$ 29.75	22.31
GROUP 2	$ 29.25	22.31
GROUP 3	$ 28.66	22.31
GROUP 4	$ 28.54	22.31
LABORER (WRECKING - AREA B:)		
GROUP 1	$ 29.79	23.20
GROUP 2	$ 29.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2

yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep

footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building

materials)

LABO1130-008 07/01/2021

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender	$ 35.82	28.45

Work on a swing stage scaffold: $1.00 per hour additional.

LABO1130-009 07/01/2021

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (Plaster Tender)	$ 35.82	28.45

Work on a swing stage scaffold: $1.00 per hour additional.

PAIN0016-001 01/01/2021

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN MATEO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Painters:	$ 45.22	25.48

PREMIUMS:

EXOTIC MATERIALS - $1.25 additional per hour.
SPRAY WORK: - $0.50 additional per hour.
INDUSTRIAL PAINTING - $0.25 additional per hour
[Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:
over 50 feet - $2.00 per hour additional
100 to 180 feet - $4.00 per hour additional
Over 180 feet - $6.00 per houir additional

PAIN0016-003 07/01/2021

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: CALAVERAS, MARIPOA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
Drywall Finisher/Taper		
AREA 1	$ 54.91	29.49
AREA 2	$ 50.78	28.09

PAIN0016-012 01/01/2019

ALAMEDA, CONTRA COSTA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER	$ 48.60	27.43

PAIN0016-015 01/01/2021

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
PAINTER		
Brush	$ 35.88	21.16

FOOTNOTES:
SPRAY/SANDBLAST: $0.50 additional per hour.
EXOTIC MATERIALS: $1.25 additional per hour.
HIGH TIME: Over 50 ft above ground or water level $2.00 additional per hour. 100 to 180 ft above ground or water level $4.00 additional per hour. Over 180 ft above ground or water level $6.00 additional per hour.

PAIN0016-022 01/01/2021

SAN FRANCISCO COUNTY

	Rates	Fringes
PAINTER	$ 48.84	25.48

PAIN0169-001 06/01/2020

FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:

	Rates	Fringes
GLAZIER	$ 40.00	26.76

PAIN0169-005 01/01/2022

ALAMEDA CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA & SANTA CRUZ COUNTIES

	Rates	Fringes
GLAZIER	$ 54.77	31.45

PAIN0294-004 01/01/2021

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
PAINTER		
Brush, Roller	$ 31.36	20.33
Drywall Finisher/Taper	$ 40.10	25.00

FOOTNOTE:
Spray Painters & Paperhangers recive $1.00 additional per hour. Painters doing Drywall Patching receive $1.25 additional per hour. Lead Abaters & Sandblasters receive $1.50 additional per hour. High Time - over 30 feet (does not include work from a lift) $0.75 per hour additional.

PAIN0294-005 01/01/2021

FRESNO, KINGS & MADERA

	Rates	Fringes
SOFT FLOOR LAYER	$ 34.55	21.67

PAIN0767-001 01/01/2022

CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
GLAZIER	$ 41.78	33.09

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee rquired to wear a body harness shall receive $1.50 per hour above the basic hourly rate at any elevation.

PAIN1176-001 07/01/2021

HIGHWAY IMPR0VEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1	$ 39.48	16.98
GROUP 2	$ 33.56	16.98
GROUP 3	$ 33.95	16.98

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

PAIN1237-003 01/01/2021

CALAVERAS; SAN JOAQUIN COUNTIES; STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SOFT FLOOR LAYER	$ 41.81	23.39

PLAS0066-002 07/01/2019

ALAMEDA, CONTRA COSTA, SAN MATEO AND SAN FRANCISCO COUNTIES:

	Rates	Fringes
PLASTERER	$ 42.41	30.73

PLAS0300-001 07/01/2018

	Rates	Fringes
PLASTERER		
AREA 188: Fresno	$ 32.70	31.68
AREA 224: San Benito, Santa Clara, Santa Cruz	$ 32.88	31.68
AREA 295: Calaveras & San Joaquin Couonties	$ 32.70	31.68
AREA 337: Monterey County	$ 32.88	31.68
AREA 429: Mariposa, Merced, Stanislaus, Tuolumne Counties	$ 32.70	31.68

PLAS0300-005 07/01/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 32.15	23.27

PLUM0038-001 07/01/2021

SAN FRANCISCO COUNTY

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter)	$ 79.00	46.01

PLUM0038-005 07/01/2021

SAN FRANCISCO COUNTY

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter)	$ 67.15	32.67

PLUM0062-001 07/01/2022

MONTEREY AND SANTA CRUZ COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER	$ 48.95	38.65

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* PLUM0159-001 07/01/2022

CONTRA COSTA COUNTY

	Rates	Fringes
Plumber and steamfitter		
(1) Refrigeration	$ 56.93	41.04

(2) All other work.....$ 62.12 45.24

PLUM0246-001 07/01/2022

FRESNO, KINGS & MADERA COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER	$ 46.05	37.84

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* PLUM0246-004 01/01/2017

FRESNO, MERCED & SAN JOAQUIN COUNIES

	Rates	Fringes
PLUMBER (PIPE TRADESMAN)	$ 13.00 **	10.74

PIPE TRADESMAN SCOPE OF WORK:
Installation of corrugated metal piping for drainage, as well as installation of corrugated metal piping for culverts in connection with storm sewers and drains; Grouting, dry packing and diapering of joints, holes or chases including paving over joints, in piping; Temporary piping for dirt work for building site preparation; Operating jack hammers, pavement breakers, chipping guns, concrete saws and spades to cut holes, chases and channels for piping systems; Digging, grading, backfilling and ground preparation for all types of pipe to all points of the jobsite; Ground preparation including ground leveling, layout and planting of shrubbery, trees and ground cover, including watering, mowing, edging, pruning and fertilizing, the breaking of concrete, digging, backfilling and tamping for the preparation and completion of all work in connection with lawn sprinkler and landscaping; Loading, unloading and distributing materials at jobsite; Putting away materials in storage bins in jobsite secure storage area; Demolition of piping and fixtures for remodeling and additions; Setting up and tearing down work benches, ladders and job shacks; Clean-up and sweeping of jobsite; Pipe wrapping and waterproofing where tar or similar material is applied for protection of buried piping; Flagman

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PLUM0342-001 07/01/2021

ALAMEDA & CONTRA COSTA COUNTIES

	Rates	Fringes
PIPEFITTER		
CONTRA COSTA COUNTY	$ 69.95	44.00
PLUMBER, PIPEFITTER, STEAMFITTER		
ALAMEDA COUNTY	$ 69.95	44.00

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* PLUM0355-004 07/01/2022

ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS, AND TUOLUMNE COUNTIES:

	Rates	Fringes

Underground Utility Worker
/Landscape Fitter.....$ 32.22 17.55

PLUM0393-001 07/01/2021

SAN BENITO AND SANTA CLARA COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	$ 68.76	46.63

PLUM0442-001 07/01/2022

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	$ 49.75	34.49

PLUM0467-001 07/01/2021

SAN MATEO COUNTY

	Rates	Fringes
Plumber/Pipefitter/Steamfitter...	$ 73.10	38.61

ROOF0027-002 01/01/2022

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ROOFER.....	$ 38.81	14.81

FOOTNOTE: Work with pitch, pitch base of pitch impregnated products or any material containing coal tar pitch, on any building old or new, where both asphalt and pitchers are used in the application of a built-up roof or tear off: $2.00 per hour additional.

ROOF0040-002 08/01/2021

SAN FRANCISCO & SAN MATEO COUNTIES:

	Rates	Fringes
ROOFER.....	$ 46.38	20.94

ROOF0081-001 08/01/2021

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Roofer.....	$ 47.17	19.86

ROOF0081-004 08/01/2020

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
ROOFER	$ 39.73	19.11

ROOF0095-002 08/01/2020

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES:

	Rates	Fringes
ROOFER		
Journeyman	$ 46.54	20.69
Kettle person (2 kettles); Bitumastic, Enameler, Coal Tar, Pitch and Mastic worker	$ 48.54	20.69

SFCA0483-001 01/01/2022

ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES:

	Rates	Fringes
SPRINKLER FITTER (FIRE)	$ 70.55	35.39

SFCA0669-011 04/01/2022

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SPRINKLER FITTER	$ 42.30	26.69

SHEE0104-001 07/01/2020

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO, SANTA CLARA

AREA 2: MONTEREY & SAN BENITO

AREA 3: SANTA CRUZ

	Rates	Fringes
SHEET METAL WORKER		
AREA 1:		
Mechanical Contracts under $200,000	$ 55.92	45.29
All Other Work	$ 64.06	46.83
AREA 2	$ 52.90	36.44
AREA 3	$ 55.16	34.18

SHEE0104-003 07/01/2021

CALAVERAS AND SAN JOAQUIN COUNTIES:

	Rates	Fringes

SHEET METAL WORKER.....$ 44.34 39.22

SHEE0104-005 07/01/2021

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Excluding metal deck and siding).....	$ 41.28	45.41

SHEE0104-007 07/01/2021

FRESNO, KINGS, AND MADERA COUNTIES:

	Rates	Fringes
SHEET METAL WORKER.....	$ 44.07	40.79

SHEE0104-015 07/01/2020

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only).....	$ 44.45	35.55

SHEE0104-018 07/01/2020

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
Sheet metal worker (Metal decking and siding only).....	$ 44.45	35.55

TEAM0094-001 07/01/2021

	Rates	Fringes
Truck drivers:		
GROUP 1.....	$ 35.15	31.42
GROUP 2.....	$ 35.45	31.42
GROUP 3.....	$ 35.75	31.42
GROUP 4.....	$ 36.10	31.42
GROUP 5.....	$ 36.45	31.42

FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.
Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and ""A"" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self- propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbedk Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($15.00) or 13658 ($11.25). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any

solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates

the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

==========

END OF GENERAL DECISIO"

Project: 834250 - Advance Dilemma Zone Detection Phase 2 - Highway Safety Improvement Program

Category:	Capital	**Project Type:**	Traffic and Transportation	**Project Manager:**	Bennett Chun
Year Identified:	2019	**Project Phase:**	Underway	**Project Coordinator:**	Carmen Talavera
Est. Completion Year:	2021/22	**Department:**	250 - Public Works	**Fund - Sub-Fund:**	3101 - General Fund Assets Subfund

Project Description/Scope/Purpose:

This project will provide advanced dilemma-zone detection at 16 signalized intersections identified in a citywide collision analysis. Advanced dilemma-zone detection systems modify traffic control signal timing to reduce the number of drivers that may have difficulty deciding whether to stop or proceed during a yellow phase. This may reduce rear-end crashes associated with unsafe stopping and angle crashes due to illegally continuing into the intersection during the red phase. This project provides funding for Design in FY 2020/21 and Construction in FY 2021/22 to install video detection equipment at 16 locations citywide to provide advance dilemma zone detection.

Project Evaluation and Analysis:

The project was identified from citywide collision analysis. The project intersections showed a very heavy concentration of collisions, including a fatality. Installation of dilemma zone devices will enhance the safety at these locations. For signalized intersections that demonstrated a very heavy concentration of collisions, most of which were broadside, rear end, or side swipe, the highest identified collision factor was found to be unsafe speed. All these collision types and factors can be mitigated, and safety enhanced, by implementing advanced dilemma-zone detection

Fiscal Impact:

Federal Highway Safety Improvement Program (HSIP) grant funds cover 100% of the project design and construction.

Funding Sources:

Highway Safety Improvement Program (HSIP) Grant in the Capital Projects/General Assets Sub-Fund

Plans and Goals:

LT - Land Use and Transportation - LT-1: Coordinated Regional and Local Planning

Project Financial Summary

	Project Costs	Revenues	Transfers In	Operating Costs
Prior Actual	130,889	1,207	-	-
2021 - 22	1,167,111	1,296,793	-	-
2022 - 23	-	-	-	-
2023 - 24	-	-	-	-
2024 - 25	-	-	-	-
2025 - 26	-	-	-	-
2026 - 27	-	-	-	-
2027 - 28	-	-	-	-
2028 - 29	-	-	-	-
2029 - 30	-	-	-	-
2030 - 31	-	-	-	-
2031 - 32	-	-	-	-
2032 - 33	-	-	-	-
2033 - 34	-	-	-	-
2034 - 35	-	-	-	-
2035 - 36	-	-	-	-
2036 - 37	-	-	-	-
2037 - 38	-	-	-	-
2038 - 39	-	-	-	-
2039 - 40	-	-	-	-
2040 - 41	-	-	-	-
2041 - 42	-	-	-	-
20 Year Total	-	-	-	-
Grand Total	1,298,000	1,298,000	-	-

City of Sunnyvale

Agenda Item

22-0993 **Agenda Date:** 11/1/2022

REPORT TO COUNCIL

SUBJECT
Adopt a Resolution Extending the City's Declaration of Local Emergency for COVID-19

DISCUSSION
On March 12, 2020, City Manager Kent Steffens declared a local health emergency pursuant to the authority granted to him as the Emergency Services Director in Sunnyvale Municipal Code Chapter 2.16 (Emergency Organization and Functions) and applicable state law. The City Council adopted a resolution ratifying that declaration (Resolution No. 979-20) on March 17, 2020, and resolutions extending the declaration on April 7, 2020 (Resolution No. 981-20), May 26, 2020 (Resolution No. 994-20), July 14, 2020 (Resolution No. 1010-20), August 25, 2020 (Resolution No. 1016-20), October 13, 2020 (Resolution No. 1025-20), December 8, 2020 (Resolution No. 1036-20), February 2, 2021 (Resolution No. 1042-21), March 30, 2021 (Resolution No. 1045-21), May 25, 2021 (Resolution No. 1057-21), July 13, 2021 (Resolution No. 1069-21), August 31, 2021 (Resolution No. 1078-21), October 26, 2021 (Resolution No. 1088-21), December 14, 2021 (Resolution No. 1099-21), February 1, 2022 (Resolution No. 1106-22), March 22, 2022 (Resolution No. 1110-22), May 3, 2022 (Resolution No. 1115-22), June 28, 2022 (Resolution No. 1130-22), August 9, 2022 (Resolution No. 1139-22) and September 27, 2022 (Resolution No. 1147-22).

The state and county have lifted most health mandates and orders. However, COVID-19 emergency declarations continue in effect so that public health authorities can continue to be nimble in responding to changes in cases, variants, and other issues affecting case counts and virus transmissibility.

On October 17, 2022, Governor Gavin Newsom issued a press release announcing that the COVID-19 State of Emergency at the state level will end on February 28, 2023 (Attachment 3).

Consistent with the state and county, staff recommends that Council adopt the attached resolution extending the City's declaration of a local emergency, to be reviewed again within 60 days pursuant to Government Code section 8630 (California Emergency Services Act), or sooner if conditions and assessments from county and state public health dictate. Extending the local health emergency empowers the City to continue to effectively respond to COVID-19, including, most significantly at this point in the pandemic, remaining eligible for and pursuing potential federal and state reimbursement for costs related to response efforts.

PUBLIC CONTACT
Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall, at the Sunnyvale Public Library, Senior Center, Community Center and in the Department of Public Safety Lobby. In addition, the agenda and report are available at the Sunnyvale

Public Library, Office of the City Clerk, and on the City's website.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a “project” with the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines sections 15320,15378 and 15061 (b)(3) as it is an organizational structure change and does not have the potential to result in either a direct or reasonable foreseeable indirect physical change in the environment.

STAFF RECOMMENDATION

Adopt a Resolution Extending the City Manager/Director of Emergency Services’ Proclamation of Existence of a Local Emergency (COVID-19).

Prepared by: David Carnahan, City Clerk
Reviewed by: Jaqui Guzmán, Deputy City Manager
Reviewed by: Teri Silva, Assistant City Manager
Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. Draft Resolution Extending Emergency Proclamation
2. Resolution No. 1147-22
3. Governor Press Release - October 17, 2022

DRAFT 10/17/2022 MCT

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUNNYVALE EXTENDING THE CITY MANAGER/DIRECTOR OF EMERGENCY SERVICES' PROCLAMATION OF EXISTENCE OF A LOCAL EMERGENCY (COVID-19)

WHEREAS, ON March 12, 2020, the City Manager acting as the Director of Emergency Services proclaimed the existence of a local emergency within the City due to the novel coronavirus (COVID-19), a respiratory disease that may result in serious illness or death and is easily transmissible from person to person; and

WHEREAS, the City Council unanimously ratified and confirmed that proclamation of local emergency on March 17, 2020 by adopting resolution 979-20; and

WHEREAS, the City Council reviewed and unanimously extended the proclamation of local emergency on April 7, 2020 (Resolution 981-20); May 26, 2020 (Resolution 994-20); July 14, 2020 (Resolution 1010-20); August 25, 2020 (Resolution 1016-20); October 13, 2020 (Resolution 1025-20); December 8, 2020 (Resolution 1036-20); February 2, 2021 (Resolution 1042-21); March 30, 2021 (Resolution 1045-21); May 25, 2021 (Resolution 1057-21); July 13, 2021 (Resolution 1069-21); August 31, 2021 (Resolution 1078-21); October 26, 2021 (Resolution 1088-21); December 14, 2021 (Resolution 1099-21); February 1, 2022 (Resolution 1106-22); March 22, 2022 (Resolution 1120-22); May 3, 2022 (Resolution 1115-22); June 28, 2022 (Resolution 1130-22), and August 9, 2022 (Resolution No. 1139-22); and September 27, 2022 (Resolution 1147-22); and

WHEREAS, the City Council has reviewed the need to continue the existence of a local emergency and finds that the conditions supporting the declaration of emergency related to COVID-19 continue to exist, for reasons including, but not limited to:

1. The state of emergency for the State of California and Santa Clara County's local emergency declaration related to COVID-19 currently remain in effect.

2. Although most health orders have been lifted, state, county, and federal emergency declarations remain in effect so that public health authorities can continue to be nimble in responding to changes in the virus impacting public health.

3. Many residents and businesses continue to suffer economic hardship that began while COVID-19 health orders and restrictions were in effect.

4. Due to COVID-19 closures and stay-at-home orders, many Sunnyvale residents experienced job loss or reduced hours, and many Sunnyvale businesses experienced reduced revenues, and/or faced temporary or permanent closures. The recovery period for these individuals and businesses is only beginning. For example, although resources have been identified to help

repay landlords for rent lost during the pandemic and to provide tenants with financial assistance to continue making rent payments, many of these resources have been slow or not yet able to distribute funds.

5. The City experienced a loss of revenue from several areas due to closures related to COVID-19.

6. The economic recovery from COVID-19 and its impacts are now estimated to be in terms of years not months.

WHEREAS, the City Council finds that the COVID-19 situation continues to create conditions of peril to the health, safety, and welfare of persons and property in the City of Sunnyvale and is still deemed to be beyond the control of normal protective services, personnel, equipment and facilities of and within the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUNNYVALE THAT:

1. The City of Sunnyvale hereby proclaims the extension of the period of the Existence of a Local Emergency for additional 60 days or unless sooner terminated.

2. The Local Emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council of the City of Sunnyvale.

3. As required by California Government Code section 8630, the City Council shall review the need to continue the state of emergency at least every sixty (60) days until this Resolution is terminated.

Adopted by the City Council at a regular meeting held on _____, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:
RECUSAL:

ATTEST:

_____
City Clerk
(SEAL)

APPROVED:

_____
Mayor

APPROVED AS TO FORM:

_____
City Attorney

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RESOLUTION NO. 1147-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUNNYVALE EXTENDING THE CITY MANAGER/DIRECTOR OF EMERGENCY SERVICES' PROCLAMATION OF EXISTENCE OF A LOCAL EMERGENCY (COVID-19)

WHEREAS on March 12, 2020, the City Manager acting as the Director of Emergency Services proclaimed the existence of a local emergency within the City due to the novel coronavirus (COVID-19), a respiratory disease that may result in serious illness or death and is easily transmissible from person to person; and

WHEREAS, the City Council unanimously ratified and confirmed that proclamation of local emergency on March 17, 2020 by adopting Resolution 979-20; and

WHEREAS, the City Council reviewed and unanimously extended the proclamation of local emergency on April 7, 2020 (Resolution 981-20); May 26, 2020 (Resolution 994-20); July 14, 2020 (Resolution 1010-20); August 25, 2020 (Resolution 1016-20); October 13, 2020 (Resolution 1025-20); December 8, 2020 (Resolution 1036-20); February 2, 2021 (Resolution 1042-21); March 30, 2021 (Resolution 1045-21); May 25, 2021 (Resolution 1057-21); July 13, 2021 (Resolution 1069-21); August 31, 2021 (Resolution 1078-21); October 26, 2021 (Resolution 1088-21); December 14, 2021 (Resolution 1099-21); February 1, 2022 (Resolution 1106-22); March 22, 2022 (Resolution 1120-22); May 3, 2022 (Resolution 1115-22); June 28, 2022 (Resolution 1130-22), and August 9, 2022 (Resolution No. 1139-22); and

WHEREAS, the City Council has reviewed the need to continue the existence of a local emergency and finds that the conditions supporting the declaration of emergency related to COVID-19 continue to exist, for reasons including, but not limited to:

1. The state of emergency for the State of California and Santa Clara County's local emergency declaration related to COVID-19 currently remain in effect.

2. Although most health orders have been lifted, the seven-day test positivity rate COVID-19 in Santa Clara County and statewide averaged 8.2% as of September 6, 2022. Public health authorities recently announced a rollout of a new bivalent booster to target the more recent COVID variants, with the hope of mitigating case rates and severe disease if a winter surge occurs.

3. Many residents and businesses continue to suffer economic hardship that began while COVID-19 health orders and restrictions were in effect.

4. Due to COVID-19 closures and stay-at-home orders, many Sunnyvale residents experienced job loss or reduced hours, and many Sunnyvale businesses experienced reduced

revenues, and/or faced temporary or permanent closures. The recovery period for these individuals and businesses is only beginning. For example, although resources have been identified to help repay landlords for rent lost during the pandemic and to provide tenants with financial assistance to continue making rent payments, many of these resources have been slow or not yet able to distribute funds.

5. The City experienced a loss of revenue from several areas due to closures related to COVID-19.

6. The economic recovery from COVID-19 and its impacts are now estimated to be in terms of years not months.

WHEREAS, the City Council finds that the COVID-19 situation continues to create conditions of peril to the health, safety, and welfare of persons and property in the City of Sunnyvale and is still deemed to be beyond the control of normal protective services, personnel, equipment and facilities of and within the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUNNYVALE THAT:

1. The City of Sunnyvale hereby proclaims the extension of the period of the Existence of a Local Emergency for an additional 60 days or unless sooner terminated.

2. The Local Emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council of the City of Sunnyvale.

3. As required by California Government Code section 8630, the City Council shall review the need to continue the state of emergency at least every sixty (60) days until this Resolution is terminated.

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Adopted by the City Council at a regular meeting held on September 27, 2022, by the following vote:

AYES: KLEIN, HENDRICKS, LARSSON, MELTON, CISNEROS, DIN, SPITALERI
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE
RECUSAL: NONE

ATTEST:

DocuSigned by:
663E57B921394E1...

DAVID CARNAHAN
City Clerk
(SEAL)

APPROVED:

DocuSigned by:
36C6F28A37A9448...

LARRY KLEIN
Mayor

APPROVED AS TO FORM:

DocuSigned by:
4831B06AAB76435...

JOHN A. NAGEL
City Attorney

Governor Newsom to End the COVID-19 State of Emergency

Published: Oct 17, 2022

California's pandemic response saved tens of thousands of lives, protected the economy, distributed nation-leading financial assistance and built up an unprecedented public health infrastructure

The SMARTER Plan will maintain California's operational preparedness to support communities and quickly respond to outbreaks

SACRAMENTO – Today, Governor Gavin Newsom announced that the COVID-19 State of Emergency will end on February 28, 2023, charting the path to phasing out one of the most effective and necessary tools that California has used to combat COVID-19. This timeline gives the health care system needed flexibility to handle any potential surge that may occur after the holidays in January and February, in addition to providing state and local partners the time needed to prepare for this phaseout and set themselves up for success afterwards.

With hospitalizations and deaths dramatically reduced due to the state's vaccination and public health efforts, California has the tools needed to continue fighting COVID-19 when the State of Emergency terminates at the end of February, including vaccines and boosters, testing, treatments and other mitigation measures like masking and indoor ventilation. As the State of Emergency is phased out, the SMARTER Plan continues to guide California's strategy to best protect people from COVID-19.

SMARTER Plan progress update

"Throughout the pandemic, we've been guided by the science and data – moving quickly and strategically to save lives. The State of Emergency was an effective and necessary tool that we utilized to protect our state, and we wouldn't have gotten to this point without it," said Governor Newsom. "With the operational preparedness that we've built up and the measures that we'll continue to employ moving forward, California is ready to phase out this tool."

To maintain California's COVID-19 laboratory testing and therapeutics treatment capacity, the Newsom Administration will be seeking two statutory changes immediately upon the Legislature's return: 1) The continued ability of nurses to dispense COVID-19 therapeutics; and 2) The continued ability of laboratory workers to solely process COVID-19 tests.

"California's response to the COVID-19 pandemic has prepared us for whatever comes next. As we move into this next phase, the infrastructure and processes we've invested in and built up will provide us the tools to manage any ups and downs in the future," said Secretary of the California Health & Human Services Agency, Dr. Mark Ghaly. "While the threat of this virus is still real, our preparedness and collective work have helped turn this once crisis emergency into a manageable situation."

Throughout the pandemic, Governor Newsom, the Legislature and state agencies have been guided by the science and data to best protect Californians and save lives – with a focus on those facing the greatest social and health inequities – remaining nimble to adapt mitigation efforts along the way as we learned more about COVID-19. The state's efforts to support Californians resulted in:

- Administration of 81 million vaccinations, distribution of a billion units of PPE throughout the state and processing of 186 million tests.
- Allocation of billions of dollars to support hospitals, community organizations, frontline workers, schools and more throughout the pandemic.
- The nation's largest stimulus programs to support people hardest hit by the pandemic – $18.5 billion for direct payments to Californians, $8 billion for rent relief, $10 billion for small business grants and tax relief, $2.8 billion to help with overdue utility bills, and more.

California's pandemic response efforts have saved tens of thousands of lives, kept people out of the hospital and protected the economy:

- California's death rate is the lowest amongst large states. If California had Texas' death rate, 27,000 more people would have died here. If California had Florida's rate, that figure jumps to approximately 56,000 more deaths.
- In only the first ten months of vaccines being available, a study showed that California's efforts saved 20,000 lives, kept 73,000 people out of the hospital and prevented 1.5 million infections.
- California's actions during the pandemic protected the economy and the state continues to lead the nation in creating jobs and new business starts:
  - "'Lockdown' states like California did better economically than 'looser' states like Florida, new COVID data shows," with **California's economy having contracted less** than such states – economic output shrank 3.5% on average for the U.S., compared with 2.8% for California.
  - Since February 2021, **California has created 1,628,300 new jobs** – over 16% of the nation's jobs, by far more than any other state. By comparison, Texas created 1,133,200 jobs (11.3% of the nation's) and Florida created 787,600 jobs (7.9% of the nation's) in that same timeframe.
  - Since the beginning of 2019, data from the Bureau of Labor Statistics shows that **over 569,000 businesses started in California**, by far more than any other state.

###

22-1058 **Agenda Date:** 11/1/2022

REPORT TO COUNCIL

SUBJECT

Reconsider and Affirm Resolution No. 1089-21; and Make Findings Pursuant to Government Code Section 54953(e) (AB 361) to Continue Virtual Public Meetings for the City Council and Boards, Commissions and Council Subcommittees During the COVID-19 State of Emergency

BACKGROUND

On March 17, 2020, Governor Gavin Newsom issued Executive Order No. N-29-20, which suspended portions of the Ralph M. Brown Act (California Government Code Sections 54950-54963) that limit the use of teleconferencing for public meetings; the Order was scheduled to sunset when the COVID-19 Pandemic ended. The Ralph M. Brown Act places strict requirements on local legislative bodies regarding the posting, access, and physical location of voting members during public meetings.

Beginning with the March 31, 2020, Council meeting, the City has conducted public meetings utilizing teleconferencing technology to provide for members of the public, staff, and public officials (Councilmembers and board or commission members) to participate virtually.

On August 10, 2021, Council provided direction regarding the format of future public meetings, including continuing virtual-only meetings as long as this model is allowed (RTC No. 21-0718).

On September 16, 2021, the Governor signed AB 361, which took effect immediately as an urgency statute. AB 361 allows for similar teleconferencing exemptions to continue after the September 30, 2021, sunset of Executive Order No. N-08-21, if one of the following circumstances applies:

1. State or local officials have imposed or recommended measures to promote social distancing.
2. The legislative body is meeting to determine whether, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.
3. The legislative body has determined that, as a result of the emergency, meeting in person presents imminent risks to the health or safety of attendees.

AB 361 requires that a legislative body revisit the state of emergency every 30 days to reevaluate if the circumstances continue to meet one of the conditions listed above.

On September 21, 2021, Santa Clara County Public Health Officer Dr. Sara Cody issued guidance to public meeting bodies such as the Sunnyvale City Council and the City's Boards, Commissions and Council Subcommittees to continue meeting remotely (via teleconference) due to the COVID-19 emergency. Although the Public Health Officer issued a new order on September 12, 2022 rescinding

a number of orders, it did not rescind this recommendation and continues to strongly recommend that people take precautions in indoor settings and that governments require people to wear masks indoors. In addition, the County Board of Supervisors has indicated that it will likely continue to hold meetings virtually into October.

On October 6, 2021, the City Council held a Special Joint meeting with the Santa Clara Valley Water District Board of Directors; the first Sunnyvale meeting conducted under the provisions of Government Code Section 54953 (e) (AB 361). Council made the necessary findings included in Government Code Section 54953 (e) within 30 days on October 26, 2021, by adopting Resolution No. 1089-21 (Attachment 1).

On November 16 and December 14, 2021, and January 4 and 25, February 22, March 22, April 5, May 3, May 24, June 21, July 12, August 9, August 30, September 27 and October 25, 2022, the City Council reconsidered and affirmed Resolution No. 1089-21; and made findings pursuant to Government Code Section 54953(e) (AB 361) to continue virtual public meetings for the City Council and Boards, Commissions and Council Subcommittees during the COVID-19 State of Emergency (See Attachment 4 for draft excerpt Council meeting minutes).

On October 25, 2022, the City Council also discussed the transition back to in-person meetings. They considered hybrid meetings where some Councilmembers participate in-person while others could participate remotely. The discussion included the idea that Boards, Commissions and Council Subcommittees remain remote until any training and technology concerns have been resolved.

EXISTING POLICY

California Government Code Sections 54950-54963 (Ralph M. Brown Act)
Sunnyvale Resolution No. 1089-21 (Attachment 1)
Sunnyvale Emergency Resolution Nos. 979-20, 981-20, 994-20, 1010-20, 1016-20, 1025-20, 1036-20, 1042-21, 1045-21, 1057-21, 1069-21, 1078-21, 1088-21, 1099-21, 1106-22, 1110-22, 1115-22, 1130-22, 1139-22 and 1147-22 (Attachment 2)

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" with 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.

DISCUSSION

On September 12, 2022, Dr. Cody issued an updated public health order (Attachment 3). This Order, among other guidance, includes a strong recommendation to continue universal use of face coverings indoors.

On October 4, 2022, the Santa Clara County Board of Supervisors adopted Resolution No. BOS-2022-147 continuing virtual public meetings for the Board, along with all other Santa Clara County commissions and advisory bodies. The Board’s Resolution incorporated Dr. Cody’s September 21, 2021, recommendation for public bodies to continue meeting remotely.

On May 10, 2022, Santa Clara County Public Health issued a press release titled “With COVID-19

Cases on the Rise, County of Santa Clara Health Officials Remind the Public: The Pandemic is Not Over," that included a recommendation to avoid gathering in large groups unless in a well-ventilated space or outside. As of September 15, Santa Clara County COVID-19 test positivity rates remained high, declining from last month with the 7-day average decreasing from 10.9% on August 15 to 6.8% on September 7.

Reaffirming Resolution No. 1089-21 and making findings consistent with Government Code Section 54953(e) would allow City Council and the City's Boards, Commissions and Council Subcommittees to continue conducting public meetings utilizing teleconferencing technology without providing for in-person participation.

Staff will return to Council within 30 days to allow Council an opportunity to reevaluate if the circumstances continue to meet one of the conditions outlined in Government Code Section 54953 (e). This reevaluation and any subsequent reevaluations would refer back to Resolution No. 1089-21 and would also apply to public meetings of the City's Boards, Commissions and Council Subcommittees.

Staff will work with the Mayor to schedule future agenda item(s) addressing the transition to hybrid in-person/virtual public meetings and to consider a process where some Councilmembers participate in-person while others could participate remotely.

FISCAL IMPACT

There is no fiscal impact associated with this report.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall, at the Sunnyvale Public Library, Senior Center, Community Center and in the Department of Public Safety Lobby. In addition, the agenda and report are available at the Sunnyvale Public Library, Office of the City Clerk, and on the City's website.

RECOMMENDATION

Affirm Resolution 1089-21; and make findings pursuant to Government Code Section 54953(e) (AB 361) to continue virtual public meetings for the City Council and Boards, Commissions and Council Subcommittees during the COVID-19 State of Emergency:

1. The City Council hereby finds that the state of emergency conditions related to COVID-19, as set forth in Resolution No. 1147-22 adopted on September 27, 2022 and incorporated herein by reference, are on-going;
2. The City Council finds that there is a need to continue teleconferencing for public meetings without posting the teleconferencing locations on the agenda and without requiring the teleconference locations to be accessible to the public during the current Governor-proclaimed COVID-19 state of emergency; and
3. The City Council finds that the state of emergency continues to directly impact the ability of members of the City Council, Council Standing Committees, and City Boards and Commissions to meet safely in person.

Prepared by: David Carnahan, City Clerk
Reviewed by: Jaqui Guzmán, Deputy City Manager
Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. Resolution No. 1089-21
2. Resolution No. 1147-22
3. Health Officer Order - September 12, 2022
4. Draft Excerpt Council/Financing Authority Meeting Minutes - October 25, 2022

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RESOLUTION NO. 1089-21

A RESOLUTION OF THE COUNCIL OF THE CITY OF SUNNYVALE MAKING FINDINGS PURSUANT TO GOVERNMENT CODE SUBDIVISION 54953(E) (AB 361) TO CONTINUE VIRTUAL PUBLIC MEETINGS FOR THE CITY COUNCIL AND BOARDS, COMMISSIONS AND COUNCIL SUBCOMMITTEES DURING THE COVID-19 STATE OF EMERGENCY

WHEREAS, the Ralph M. Brown Act (California Government Code Sections 54950, et seq., hereinafter referred to as the "Brown Act") requires that public meeting agendas be posted at least 72 hours prior to a regular meeting and at least 24 hours prior to a special meeting; and

WHEREAS, the Brown Act allows a local legislative body to hold public meetings by teleconference and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to attend and to address the local legislative body, as long as the following requirements are met: (1) each teleconference location from which a member is participating is noticed on the agenda; (2) each teleconference location is accessible to the public; (3) members of the public must be able to address the body at each teleconference location; (4) at least one member of the legislative body must be physically present at the location specified in the meeting agenda; and (5) during teleconference meetings, at least a quorum of the members of the local body must participate from locations within the local body's territorial jurisdiction; and

WHEREAS, on March 17, 2020, Governor Gavin Newsom issued Executive Order N-29-20 which suspended the Brown Act teleconferencing requirements so that legislative bodies can hold public meetings solely by teleconference, or otherwise electronically, without listing the teleconference locations and without any physical location, as long as the agenda that is posted 72 hours in advance indicates that the members of the legislative body will be participating by teleconference, provides the teleconference or webinar access information by which the public may participate electronically, and lists the procedure for individuals with disabilities to request reasonable accommodations; and

WHEREAS, on June 11, 2021, the Governor issued Executive Order N-08-21, which sunsets the Brown Act provisions of Executive Order N-29-20 on September 30, 2021; and

WHEREAS, on September 17, 2021, Governor Newsom signed urgency ordinance AB 361 which allows a local agency to use teleconferencing for public meetings without posting the teleconferencing locations on the agenda and without requiring the teleconference locations to be accessible to the public during a Governor-proclaimed state of emergency pursuant to California Government Code Section 8625 et seq, if the state of emergency continues to directly impact the ability of the members of its legislative bodies to meet safely in person or state or local officials continue to impose or recommend measures to promote social distancing; and

WHEREAS, the City Council has made findings, beginning on March 17, 2020 and continuing every 60 days thereafter, most recently by Resolution No. 1078-21 adopted on August 31, 2021, for the continued proclamation of local emergency based on substantial evidence that the public interest and necessity require the continuance of the proclamation of local emergency related to COVID-19; and

WHEREAS, beginning with the March 31, 2020 Council meeting, the City has conducted public meetings utilizing teleconferencing technology to provide for members of the public, staff, and public officials to participate without providing for in-person participation, and on August 10, 2021, the City Council provided the direction regarding the format of future public meetings, including continuing virtual-only meetings as long as this model is allowable; and

WHEREAS, on August 2, 2021, due to the delta variant spike in case numbers and hospitalizations, eight Bay Area Health Officers, including Santa Clara County, issued Health Orders requiring face coverings indoors in public places, regardless of vaccination status, beginning August 3, 2021; and

WHEREAS, a recent surge in COVID-19 cases has been reported in the Bay Area and across California as well as the country due to the highly contagious delta variant; and

WHEREAS, federal, state and local health officials are considering the appropriateness of third booster shots for vaccinated individuals in light of waning immunity to COVID-19; and

WHEREAS, Government Code Section 54953(e)(3) requires that the City Council review the need and make findings for continuing the teleconferencing without complying with the agenda posting and public comment requirements at least once every thirty (30) days until Governor terminates the state of emergency; and

WHEREAS, the associated emergency conditions are on-going and there is a need to continue teleconferencing for public meetings without posting the teleconferencing locations on the agenda and without requiring the teleconference locations to be accessible to the public during the current Governor-proclaimed COVID-19 state of emergency and if approved, will be in effect for 30 days and will expire on October 28, 2021 unless staff returns to City Council on or before October 28, 2021 to request to continue the need for teleconferencing; and

WHEREAS, the City Council establishes the bylaws for Council-appointed Boards and Commissions through the adoption of City Council Policy 7.2.9 (Boards and Commissions), which includes provisions related to holding public meetings in compliance with the Brown Act; and

WHEREAS, Boards and Commissions do not have authority under City Council Policy 7.2.9 (Boards and Commissions) to establish their own rules for meeting locations, schedule, or use of teleconferencing, but rather these policies are established by the City Council for all Boards and Commissions.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUNNYVALE THAT:

1. The City Council hereby finds that the state of emergency conditions related to COVID-19, as set forth in Resolution No. 1078-21 adopted on August 31, 2021 and incorporated herein by reference, are on-going.

2. The City Council finds that there is a need to continue teleconferencing for public meetings without posting the teleconferencing locations on the agenda and without requiring the teleconference locations to be accessible to the public during the current Governor-proclaimed COVID-19 state of emergency.

3. The City Council finds that the state of emergency continues to directly impact the ability of members of the City Council, Council Standing Committees, and City Boards and Commissions to meet safely in person.

4. City officials continue to impose or recommend measures to promote social distancing in City facilities.

5. Members of the City Council, Council Standing Committees and City Boards and Commission are authorized to use teleconferencing, or other electronic means, to hold its public meetings without noticing the teleconferenced locations on the agenda, without making teleconferenced or physical locations accessible to the public, without posting agendas at teleconferenced locations, without requiring members of the legislative bodies to be physically present at the meeting, and without requiring a quorum of the members of the legislative body to participate from locations with the City's jurisdiction, as long as the agenda that is posted at least 72 hours in advance indicates that members of the legislative body may be participating electronically, provides the teleconference or webinar access information by which the public may participate electronically, and lists the procedure for individuals with disabilities to request reasonable accommodations, in compliance with AB 361, Government Code Section 54953(e).

6. The City Clerk is hereby directed to report to the City Council within thirty (30) days on the need to further continue teleconferencing for public meetings without posting the teleconferencing locations on the agenda and without requiring the teleconference locations to be accessible to the public during the current Governor-proclaimed COVID-19 state of emergency.

Adopted by the City Council at a regular meeting held on October 26, 2021, by the following vote:

AYES:	KLEIN, HENDRICKS, LARSSON, MELTON, FONG, CISNEROS, DIN
NOES:	NONE
ABSTAIN:	NONE
ABSENT:	NONE
RECUSAL:	NONE

ATTEST:

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DAVID CARNAHAN
City Clerk

(SEAL)

APPROVED:

DocuSigned by:
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LARRY KLEIN
Mayor

APPROVED AS TO FORM:

DocuSigned by:
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JOHN A. NAGEL
City Attorney

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RESOLUTION NO. 1147-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUNNYVALE EXTENDING THE CITY MANAGER/DIRECTOR OF EMERGENCY SERVICES' PROCLAMATION OF EXISTENCE OF A LOCAL EMERGENCY (COVID-19)

WHEREAS on March 12, 2020, the City Manager acting as the Director of Emergency Services proclaimed the existence of a local emergency within the City due to the novel coronavirus (COVID-19), a respiratory disease that may result in serious illness or death and is easily transmissible from person to person; and

WHEREAS, the City Council unanimously ratified and confirmed that proclamation of local emergency on March 17, 2020 by adopting Resolution 979-20; and

WHEREAS, the City Council reviewed and unanimously extended the proclamation of local emergency on April 7, 2020 (Resolution 981-20); May 26, 2020 (Resolution 994-20); July 14, 2020 (Resolution 1010-20); August 25, 2020 (Resolution 1016-20); October 13, 2020 (Resolution 1025-20); December 8, 2020 (Resolution 1036-20); February 2, 2021 (Resolution 1042-21); March 30, 2021 (Resolution 1045-21); May 25, 2021 (Resolution 1057-21); July 13, 2021 (Resolution 1069-21); August 31, 2021 (Resolution 1078-21); October 26, 2021 (Resolution 1088-21); December 14, 2021 (Resolution 1099-21); February 1, 2022 (Resolution 1106-22); March 22, 2022 (Resolution 1120-22); May 3, 2022 (Resolution 1115-22); June 28, 2022 (Resolution 1130-22), and August 9, 2022 (Resolution No. 1139-22); and

WHEREAS, the City Council has reviewed the need to continue the existence of a local emergency and finds that the conditions supporting the declaration of emergency related to COVID-19 continue to exist, for reasons including, but not limited to:

1. The state of emergency for the State of California and Santa Clara County's local emergency declaration related to COVID-19 currently remain in effect.

2. Although most health orders have been lifted, the seven-day test positivity rate COVID-19 in Santa Clara County and statewide averaged 8.2% as of September 6, 2022. Public health authorities recently announced a rollout of a new bivalent booster to target the more recent COVID variants, with the hope of mitigating case rates and severe disease if a winter surge occurs.

3. Many residents and businesses continue to suffer economic hardship that began while COVID-19 health orders and restrictions were in effect.

4. Due to COVID-19 closures and stay-at-home orders, many Sunnyvale residents experienced job loss or reduced hours, and many Sunnyvale businesses experienced reduced

revenues, and/or faced temporary or permanent closures. The recovery period for these individuals and businesses is only beginning. For example, although resources have been identified to help repay landlords for rent lost during the pandemic and to provide tenants with financial assistance to continue making rent payments, many of these resources have been slow or not yet able to distribute funds.

5. The City experienced a loss of revenue from several areas due to closures related to COVID-19.

6. The economic recovery from COVID-19 and its impacts are now estimated to be in terms of years not months.

WHEREAS, the City Council finds that the COVID-19 situation continues to create conditions of peril to the health, safety, and welfare of persons and property in the City of Sunnyvale and is still deemed to be beyond the control of normal protective services, personnel, equipment and facilities of and within the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUNNYVALE THAT:

1. The City of Sunnyvale hereby proclaims the extension of the period of the Existence of a Local Emergency for an additional 60 days or unless sooner terminated.

2. The Local Emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council of the City of Sunnyvale.

3. As required by California Government Code section 8630, the City Council shall review the need to continue the state of emergency at least every sixty (60) days until this Resolution is terminated.

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Adopted by the City Council at a regular meeting held on September 27, 2022, by the following vote:

AYES: KLEIN, HENDRICKS, LARSSON, MELTON, CISNEROS, DIN, SPITALERI
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE
RECUSAL: NONE

ATTEST:

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DAVID CARNAHAN
City Clerk
(SEAL)

APPROVED:

DocuSigned by:
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LARRY KLEIN
Mayor

APPROVED AS TO FORM:

DocuSigned by:
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JOHN A. NAGEL
City Attorney

Health Order Requiring Use of Face Coverings in Higher-Risk Settings; and Rescission of Prior Health Orders

DATE OF ORDER: September 12, 2022

UNDER THE AUTHORITY OF CALIFORNIA HEALTH AND SAFETY CODE SECTIONS 101040, 101085, 120175, AND SANTA CLARA COUNTY ORDINANCE CODE SECTION A18-33, THE HEALTH OFFICER OF THE COUNTY OF SANTA CLARA ("HEALTH OFFICER") ORDERS:

1. **Background and Purpose.** The Health Officer makes this Order in light of the current state of the COVID-19 pandemic emergency. Specifically, at this stage and time of the pandemic, including consideration of the widespread availability of testing and vaccinations and the high level of community vaccination in Santa Clara County (the "County"), the necessity for mandatory orders related to vaccination and access to testing has diminished. However, the risk of COVID-19 in Higher-Risk Settings remains significant, and so it continues to be important for Face Coverings to be used in Higher-Risk Settings. This Order therefore rescinds prior Health Orders, as described in Section 2 below, while maintaining existing Face Covering requirements in Higher-Risk Settings, as set forth in Section 3 below. This Order also sets forth a number of important

recommendations by the Health Officer in response to the continued risks posed by COVID-19 in our community.

2. **Rescission of Prior Health Orders.** The March 7, 2022 Health Officer Order Requiring Up-To-Date COVID-19 Vaccination of Personnel in Higher-Risk Settings is hereby rescinded. The January 31, 2022 Health Officer Order Requiring Certain Healthcare Facilities Within the County to Provide COVID-19 Diagnostic Testing is hereby rescinded. The September 4, 2020 Health Officer Order Mandating that All Health Care Facilities in Santa Clara County Require Healthcare Workers Receive an Annual Influenza Vaccination is hereby rescinded. For clarity, other than the mandatory requirement to wear Face Coverings in Higher-Risk Settings as provided in this Order, all other mandatory COVID-19-related countywide Health Officer Orders that are currently still in effect are hereby rescinded.

3. **Mandatory Requirement to Wear Face Coverings in Higher-Risk Settings**.

   a. Regardless of vaccination status, all persons in Higher-Risk Settings must wear Face Coverings, except in those circumstances or for those persons exempted pursuant to the "Guidance on the Use of Face Masks" issued on April 20, 2022 by the California Department of Public Health (CDPH) and in effect as of September 12, 2022 at: https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/guidance-for-face-coverings.aspx, and included in this Order as Appendix A. For clarity, this provision does not incorporate any changes to the Guidance made by the CDPH after the Effective Date of this Order.

   b. All businesses and governmental entities with Higher-Risk Settings must enforce this face covering requirement for all personnel and for all customers or members of the public entering Higher-Risk Settings, regardless of vaccination status. All such businesses and governmental entities must post clearly visible and easy-to-read signage at all entry points for indoor settings to communicate the Face Covering requirements to all persons entering the facility. In addition, those responsible for indoor public settings are strongly encouraged to provide Face Coverings at no cost to individuals who do not have one upon entry.

4. **Definitions**.

a. "Business" includes any for-profit, non-profit, or educational entity, whether a corporate entity, organization, partnership, or sole proprietorship, and regardless of the nature of the service, the function it performs, or its corporate or entity structure. For clarity, "business" also includes a for-profit, non-profit, or educational entity performing services or functions under contract with a governmental entity.

b. "Face Covering" means a face covering that is well-fitted to an individual and covers the nose and mouth especially while talking, consistent with the guidance of the CDPH at https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/guidance-for-face-coverings.aspx. A face covering does not include a scarf, ski mask, balaclava, bandana, turtleneck, collar, or single layer of fabric or any mask that has an unfiltered one-way exhaust valve. Individuals are strongly urged to wear KN95, KF94, N95, or similarly protective face coverings.

c. "Higher-Risk Settings" are settings that involve working indoors in shared air space or proximity to people who are at higher risk of severe illness, hospitalization, or death from COVID-19 because of age or underlying medical condition, as well as congregate settings where outbreaks are likely to occur. For the purposes of this Order, Higher-Risk Settings are those portions of the following facilities where there is shared indoor air space or proximity to patients, clients, or vulnerable populations:

i. skilled nursing facilities, long-term care facilities, adult day care facilities, and memory care facilities;

ii. healthcare delivery facilities (such as hospitals, clinics, medical offices, dialysis centers, etc.) where patient care is provided, as well as medical first responders while providing medical response;

iii. jails and other correctional facilities; and

iv. congregate shelters.

v. "Personnel" means any of the following individuals who perform onsite functions: employees; contractors and sub-contractors (such as those who deliver goods or perform services onsite); independent contractors; vendors;

volunteers and interns; and any other individuals who routinely are onsite at the request of the business or governmental entity.

5. **Recommendations from the Health Officer.** The Health Officer urges all businesses and governmental entities and individuals to follow the recommendations set forth below:

   a. All eligible persons are strongly urged to get vaccinated and remain up to date with the latest recommended booster against COVID-19 as soon as possible, including receiving the most recent bivalent COVID-19 booster.

   b. Businesses and governmental entities should continue to implement mandatory vaccination requirements for all personnel, subject only to the limited exemptions required by law. Business and governmental entities are encouraged to continue to set forth more stringent standards for those working in Higher-Risk Settings or similar settings that may pose a greater risk to personnel, clients, or the public.

   c. Any person, vaccinated or unvaccinated, who has any symptoms consistent with COVID-19 should get tested immediately and avoid contact with others pending test results.

6. **Strong Recommendation to Continue Universal Use of Face Coverings Indoors**. The Health Officer continues to strongly recommend that all persons continue to wear Face Coverings when in indoor settings with shared air space with persons outside their household, consistent with the provisions of the Health Officer's prior August 2, 2021 Face Covering Order. The Health Officer further recommends that all businesses and governmental entities likewise continue to require use of Face Coverings in all indoor settings with shared airspace.

7. **Applicability.** All individuals, businesses, and other entities in the County are ordered to comply with the applicable provisions of this Order. For clarity, individuals who do not currently reside in the County must comply with all applicable requirements of the Order when they are in the County. Governmental entities must follow the requirements of this Order applicable to businesses, unless otherwise specifically directed by the Health Officer.

8. **Obligation to Follow Stricter Order.** Where a conflict exists between this Order and any order issued by the State Public Health Officer, the Governor, or a State agency (such as

the California Division of Occupational Safety and Health (Cal/OSHA)) related to the COVID-19 pandemic, the most restrictive mandatory provision controls. For clarity, all individuals and entities must comply with the State Order, any mandatory guidance issued by the California Department of Public Health, any mandatory orders of the Governor or a State agency, or any other mandatory provision of State law to the extent it is stricter than any provision of this Order. Consistent with California Health and Safety Code section 131080 and the Health Officer Practice Guide for Communicable Disease Control in California, except if the State Health Officer issues an order expressly directed at this Order and based on a finding that a provision of this Order constitutes a menace to public health, any more restrictive measures in this Order continue to apply and control in this County. In addition, to the extent any federal guidelines are inconsistent with this Order, this Order is controlling.

9. **Obligation to Follow State Orders and Regulations**. For clarity, all individuals and entities must continue to comply with the orders of the State Health Officer, any mandatory guidance issued by the California Department of Public Health, any mandatory orders of the Governor or a State agency (such as Cal/OSHA), or any other mandatory provision of State law.

10. **Enforcement**. Pursuant to Government Code sections 26602 and 41601, Health and Safety Code section 101029, and Santa Clara County Ordinance Code section A1-34 et seq., the Health Officer requests that the Sheriff, all chiefs of police in the County, and all enforcement officers ensure compliance with and enforce this Order. The violation of any provision of this Order constitutes an imminent threat and menace to public health, constitutes a public nuisance, and is punishable by fine, imprisonment, or both. This Order is also subject to the civil enforcement authority established by Urgency Ordinance No. NS-9.291.

11. **Effective Date**. This Order is effective at 12:01 am on September 13, 2022. This Order shall continue to be in effect until it is rescinded, superseded, or amended in writing by the Health Officer.

12. **Copies**. Copies of this Order shall promptly be: (1) made available at the County Government Center at 70 W. Hedding Street, San José, California; (2) posted on the County Public Health Department's COVID-19 website (covid19.sccgov.org); and (3) provided to any member of the public requesting a copy of this Order.

13. **Severability**. If any provision of this Order or its application to any person or circumstance is held to be invalid, the remainder of the Order, including the application of such part or provision to other persons or circumstances, shall not be affected and shall continue in full force and effect. To this end, the provisions of this Order are severable.

City of Sunnyvale

Excerpt Meeting Minutes - Draft
City Council

Tuesday, October 25, 2022 **6:00 PM** **Telepresence Meeting: City Web Stream | Comcast Channel 15 | AT&T Channel 99**

Special Meeting: Study Session - 6 PM | Regular Meeting - 7 PM | Joint Meeting with the Sunnyvale Financing Authority - 7 PM (or soon thereafter)

Meeting online link: https://sunnyvale-ca-gov.zoom.us/j/96111580540

7 P.M. (OR SOON THEREAFTER) JOINT MEETING OF THE CITY COUNCIL AND SUNNYVALE FINANCING AUTHORITY

Call to Order

Pursuant to Government Code Subdivision 54953(e), the meeting was conducted telephonically; pursuant to state law, the City Council made the necessary findings by adopting Resolution No. 1089-21, reaffirmed on September 27, 2022 and the Financing Authority made the necessary findings by adopting Resolution No. 1105-22FA, reaffirmed on September 27, 2022.

Authority Chair / Mayor Klein called the joint City Council and Sunnyvale Financing Authority meeting to order at 9:11 p.m. via teleconference.

Roll Call

Present: 7 - Authority Chair / Mayor Larry Klein
Authority Vice Chair / Vice Mayor Alysa Cisneros
Authority Member / Councilmember Gustav Larsson
Authority Member / Councilmember Glenn Hendricks
Authority Member / Councilmember Russ Melton
Authority Member / Councilmember Omar Din
Authority Member / Councilmember Anthony (Tony) Spitaleri

Authority Chair / Mayor Klein, Authority Vice Chair / Vice Mayor Cisneros and all Authority Members / Councilmembers attended via teleconference.

PUBLIC HEARINGS/GENERAL BUSINESS

7 22-0985 Direction Regarding Returning to In-Person City Council, Board, Commission and Sunnyvale Financing Authority

Meetings; Reconsider and Affirm Resolution Nos. 1089-21 and 1105-22FA; and Make Findings Pursuant to Government Code Section 54953(e) (AB 361) to Continue Virtual Public Meetings for the City Council and Boards, Commissions, Council Subcommittees and the Sunnyvale Financing Authority During the COVID-19 State of Emergency

City Clerk David Carnahan provided the staff report and presentation.

Public Hearing opened at 10:12 p.m.

Steve Scandalis communicated support for transitioning public meetings back to in-person while maintaining the virtual public participation option. He offered suggestions to update the Code of Ethics and Conduct for Elected and Appointed Officials to address remote participation by officials.

Public Hearing closed at 10:15 p.m.

City Council:

MOTION: Councilmember Hendricks moved and Councilmember Din seconded the motion to approve Alternative: 1. Affirm Resolution No. 1089-21; and make findings pursuant to Government Code Section 54953(e) (AB 361) to continue virtual public meetings for the City Council and Boards, Commissions and Council Subcommittees during the COVID-19 State of Emergency:

1. The City Council hereby finds that the state of emergency conditions related to COVID-19, as set forth in Resolution No. 1147-22 adopted on September 27, 2022 and incorporated herein by reference, are on-going;

2. The City Council finds that there is a need to continue teleconferencing for public meetings without posting the teleconferencing locations on the agenda and without requiring the teleconference locations to be accessible to the public during the current Governor-proclaimed COVID-19 state of emergency; and

3. The City Council finds that the state of emergency continues to directly impact the ability of members of the City Council, Council Standing Committees, and City Boards and Commissions to meet safely in person.

The motion carried with the following vote:

Yes: 7 - Mayor Klein
Vice Mayor Cisneros
Councilmember Larsson
Councilmember Hendricks
Councilmember Melton
Councilmember Din
Councilmember Spitaleri

No: 0

Sunnyvale Financing Authority:

MOTION: Authority Member Hendricks moved and Authority Member Din seconded the motion to approve Alternative 4: Affirm Resolution No. 1105-22FA; and make findings pursuant to Government Code Section 54953(e) (AB 361) to continue virtual public meetings for the Financing Authority during the COVID-19 State of Emergency:

1. The Financing Authority Board has found and determined that the state of emergency conditions related to COVID-19, as set forth in City of Sunnyvale Resolution No. 1147-22 adopted on September 27, 2022, and incorporated herein by reference, are on-going;

2. The Financing Authority Board finds that there is a need to continue teleconferencing for public meetings without posting the teleconferencing locations on the agenda and without requiring the teleconference locations to be accessible to the public during the current Governor-proclaimed COVID-19 state of emergency; and

3. The Financing Authority Board finds that the state of emergency continues to directly impact the ability of members of the Financing Authority to meet safely in person.

The motion carried with the following vote:

Yes: 7 - Authority Chair Klein
Authority Vice Chair Cisneros
Authority Member Larsson
Authority Member Hendricks
Authority Member Melton
Authority Member Din
Authority Member Spitaleri

No: 0

ADJOURN JOINT CITY COUNCIL AND SUNNYVALE FINANCING AUTHORITY MEETING

Authority Chair / Mayor Klein adjourned the joint City Council and Sunnyvale Financing Authority meeting at 10:23 p.m.

City of Sunnyvale

Agenda Item

22-1061 **Agenda Date:** 11/1/2022

SUBJECT

Adopt Ordinance No. 3201-22 to amend Chapter 16.52 (Fire Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code to Adopt by Reference The 2022 California Fire Code with Local Amendments and Related Findings.

BACKGROUND

The attached Ordinance was introduced at a regular meeting of the City Council held on October 25, 2022 with the following vote: 7-0

RECOMMENDATION

Adopt Ordinance No. 3201-22 to amend Chapter 16.52 (Fire Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code to Adopt by Reference The 2021 California Fire Code with Local Amendments and Related Findings.

ORDINANCE NO. 3201-22

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUNNYVALE TO AMEND CHAPTER 16.52 (FIRE CODE) OF TITLE 16 (BUILDINGS AND CONSTRUCTION) OF THE SUNNYVALE MUNICIPAL CODE TO ADOPT BY REFERENCE THE 2022 CALIFORNIA FIRE CODE WITH LOCAL AMENDMENTS AND RELATED FINDINGS

WHEREAS, the International Fire Code ("IFC") is a model fire code that regulates minimum fire safety requirements for new and existing buildings, facilities, storage and processes; and

WHEREAS, the IFC is in use or adopted in 42 states and is published every three years by the International Code Council; and

WHEREAS, in California, the California Building Standards Commission ("CSBC") is responsible for administering the implementation of the California building codes, and adopts the IFC with new statewide amendments every three years; and

WHEREAS, this adopted code is known as the California Fire Code ("CFC") and is found in Part 9 of Title 24 of the California Code of Regulations, and Title 24 is commonly referred to as the California Building Standards Code; and

WHEREAS, the State of California adopted the 2022 California Fire Code in January 2022, and published the documents on July 1, 2022; and

WHEREAS, all local jurisdictions are required to hold public hearings and adopt the CFC with any local amendments by January 1, 2023, or accept by default the version adopted by the State; and

WHEREAS, local amendments to the CFC must be supported with findings that are based on unique local climatic, geologic and topographic conditions of the area; and

WHEREAS, the City of Sunnyvale desires to amend Chapter 16.52 (Fire Code) of the Sunnyvale Municipal Code to adopt the California Fire Code with local amendments for implementation on January 1, 2023.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SUNNYVALE DOES ORDAIN AS FOLLOWS:

SECTION 1. CHAPTER 16.52 AMENDED. Chapter 16.52 (Fire Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code is hereby amended to read as follows:

Chapter 16.52

FIRE CODE

16.52.010. Title.
16.52.020. Adoption by reference.
16.52.030. Fire district designated.
16.52.040. Hazardous materials.
16.52.050. Duties are discretionary.
16.52.060. Referenced codes.
16.52.101. Scope and administration.
16.52.103. Department of fire prevention.
16.52.104. General authority and responsibilities.
16.52.105. Permits.
16.52.107 Fees. [Renumbered]
16.52.108. Inspections. [Renumbered]
16.52.109. Maintenance. [Renumbered]
16.52.111. Board of appeals. [Renumbered]
16.52.112. Violations. [Renumbered]
16.52.114. Unsafe buildings. [Renumbered]
16.52.113 Stop work or use order. [Renumbered]
16.52.202. General definitions.
16.52.315. General storage.
16.52.401. Emergency planning and preparedness.
16.52.403. Emergency preparedness.
16.52.405. Emergency evacuation drills.
16.52.503. Fire apparatus access roads.
16.52.504. Access to building openings and doors.
16.52.505. Premises identification.
16.52.507. Fire protection water supplies.
16.52.508. Fire command center.
16.52.510. Emergency responder radio coverage.
16.52.511. Firefighter air replenishment systems.
16.52.512. High rise building emergency helicopter landing facility.

16.52.605 Fuel-fired appliances.
16.52.603. Electrical equipment, wiring and hazards. [Renumbered]
16.52.608. Mechanical refrigeration. [Renumbered]

16.52.901. Fire protection systems.
16.52.903. Automatic sprinkler systems.
16.52.904. Alternative automatic fire-extinguishing systems.
16.52.905. Standpipe systems.
16.52.909 Smoke control systems.
16.52.913. Fire pumps.
16.52.914. Fire protection based on special detailed requirements of use and occupancy.
16.52.1011. Stairways.
16.52.1031. Maintenance of means of egress.
16.52.1103. Fire safety requirements for existing buildings.
16.52.1202 Definitions
16.52.1203 Emergency and standby power systems.
16.52.1207 Electrical Energy Storage Systems (ESS).
16.52.2311. Repair garages.
16.52.3304. Precautions against fire.
16.52.3311. Means of egress.
16.52.5001. Hazardous materials: general.
16.52.5003. Hazardous materials: general requirements.
16.52.5004. Hazardous materials: storage.
16.52.5601. Explosives and fireworks.
16.52.5704. Flammable and combustible liquids.
16.52.5706. Special operations.
16.52.5707. On-demand mobile fueling.
16.52.5809 Mobile gaseous fueling of hydrogen vehicles.
16.52.6004. Highly toxic and toxic compressed gases.
16.52.6405. Pyrophoric materials.
16.52.7000. Modifications.
16.52.7100. Flow requirements for buildings.
16.52.7500. Fire hydrant spacing.
16.52.8101. Fire apparatus and access roads.
16.52.8102. Required access.
16.52.8103. Minimum specifications.
16.52.8104. Aerial fire apparatus access roads.
16.52.8105. Multi-family residential developments.
16.52.9000. Firefighter air replenishment systems.
16.52.9080. Reference Standards

16.52.010. Title.

[Text unchanged.]

16.52.020. Adoption by reference.

The “2021 International Fire Code” in its entirety, along with Appendices B, C, D, E, F, G, H, I, L, N, O as published by the International Code Council, Inc., and amendments to sections of the 2021International Fire Code adopted by the State Building Standards Commission in California Code of Regulations (CCR)

Title 24, Part 9 known as the 2022 California Fire Code; is hereby adopted by reference, with changes and modifications as hereinafter set forth, as the Fire Code of the city of Sunnyvale.

16.52.030 – 16.52.050

[Text unchanged.]

16.52.060 Referenced codes.

California Fire Code Section 1.1.5 is hereby amended by adding Section 1.1.5.1 to read:

1.1.5.1. Reference to codes. Whenever reference is made in this code to a building, mechanical, plumbing, or electrical code, such reference shall mean the version of such code as amended and adopted by the city of Sunnyvale.

16.52.101-16.52.103

[Text unchanged.]

16.52.104 General authority and responsibilities.

(a)-(b) [Text unchanged]

(c) Prohibited use, display or sales of devices.

California Fire Code Section 104.13 is hereby amended to read:

104.13 Prohibited use, display or sale of devices. The fire code official may prohibit the use, display or sale of any device, material or object that is designed to be used in such a manner as to violate any provisions of this code, or if the use or sale of such constitutes a distinct hazard to life or property. Any materials shown by nationally recognized fire test to have a life hazard greater than that indicated by the manufacturer's literature and controlled by building code interior finish regulations or fire code decorative material regulations is either prohibited or shall be installed or used with such additional fire safety features as are necessary to substantially reduce the life hazard.

(d) Standby fire personnel and fire watch personnel.

California Fire Code Section 104.14 is hereby amended to read:

104.14 Standby fire personnel and fire watch personnel. The fire code official has the authority to require, at no cost to the jurisdiction, standby fire personnel and/or fire watch personnel if in the opinion of the fire code official potentially hazardous conditions or reductions in a life safety feature exist. The owner, agent, or lessee shall provide one or more qualified persons, as required and approved, to be on duty. Such standby fire personnel or fire watch personnel shall be subject to the fire code official's orders at all times and remain on duty during the times such places are open to the public, when such activity is being conducted,

or as required by the fire code official. Fire watch personnel are not employees or agents of the city.

16.52.105. Permits.

(a) – (h) [Text unchanged]

(i) Retention of construction documents.

California Fire Code is hereby amended by deleting Section 106.4 in its entirety.

(j) Revocation of permits.

California Fire Code Section 105.4 is hereby amended to read:

[A] 105.4 Revocation of permits. Revocation of permits shall be in accordance with this section.

(k) Revocations, suspensions and denials of requests to renew permits.

California Fire Code Section 105.4 is hereby amended by adding Sections 105.4.1 through 105.4.2.6 to read:

[A] 105.4.1 Nonemergency revocations, suspensions and denials of requests to renew permit. In accordance with applicable law, the fire code official may revoke or suspend a permit or deny a request to renew any permit upon evidence submitted to the fire code official that conditions or circumstances have changed so that continued use of the permit would be unsafe or would violate this code or the conditions of the permit. Such conditions or circumstances include, but are not limited to:

1. The permit has been used by a person other than the person to whom the permit was issued,

2. The permit has been used for a location other than that for which it was issued,

3. Any of the conditions or limitations in the permit or the code has been violated,

4. The permittee failed, refused or neglected to comply within the time provided with orders or notices duly served in accordance with the provisions of this code,

5. There has been a false statement or misrepresentation as to a material fact in the application or plans on which the permit or application was based, or

6. The permit was issued in error or in violation of any code, regulation or other law.

105.4.1.1 Notification. [Text unchanged; renumbered]

105.4.1.2 Requesting a hearing. [Text unchanged; renumbered]

105.4.1.3 Hearing. [Text unchanged; renumbered]

105.4.1.4 Final decision. [Text unchanged; renumbered]

105.4.1.5 Further appeals. Further appeals shall be in accordance with Section 111 of this code.

105.4.2 Emergency revocations, suspensions and denials of requests to renew permits. [Text unchanged; renumbered]

105.4.2.1 Surrendering permits. [Text unchanged; renumbered]

105.4.2.2 Suspending activities. [Text unchanged; renumbered]

105.4.2.3 Requesting an appeal. [Text unchanged; renumbered]

105.4.2.4 Hearing. [Text unchanged; renumbered]

105.4.2.5 Final decision. [Text unchanged; renumbered]

105.4.2.6 Further appeals. Further appeals shall be in accordance with Section 111 of this code.

(l) Carnivals and fairs.
California Fire Code Section 105.5.5 is hereby amended to read:

[A] 105.6.4 Carnivals and fairs. An operational permit is required to conduct a carnival, fair or outdoor assembly event. See also 105.38, Outdoor Assembly Event.

(m) Explosives.
California Fire Code Section 105.5.16 is hereby amended to read:

[A] 105.5.16 Explosives. [Renumbered, text unchanged]

(n) Limits established by law.
California Fire Code Section 105.5.16.1 is hereby amended to read:

105.5.16.1 Limits established by law. [Text unchanged, renumbered.]

(o) Outdoor assembly event. [Text unchanged; renumbered.]
California Fire Code Section 105.5.38 is hereby amended to read as follows:

105.5.38 Outdoor assembly event. An operational permit is required to conduct an outdoor assembly event where planned attendance exceeds 1,000 persons or where permanent or temporary installation of barricades or fencing confine more than 100.

Exception: Events held at Group R, Division 3 occupancies.

(p) Hot work operations. [Text unchanged; renumbered.]
California Fire Code Section 105.5.25 is hereby amended to read:

[A] 105.5.25 Hot work operations. [Text unchanged; renumbered.]

(q) LP-gas. [Text unchanged; renumbered.]
California Fire Code Section 105.5.29 is hereby amended to read:

[A] 105.5.29 LP-gas. [Text unchanged; renumbered.]

(r) Miscellaneous combustible storage. [Text unchanged; renumbered.]
California Fire Code Section 105.5.31 is hereby amended to read:

[A] 105.5.31 Miscellaneous combustible storage. [Text unchanged; renumbered.]

(s) Lithium batteries. [Text unchanged; renumbered.]
California Fire Code Section 105.6.53 is hereby amended to read:

105.6.53 Lithium batteries. An operational permit is required to store or handle lithium batteries or cells in quantities exceeding 1,000 pounds or for an accumulation of more than 15 cubic feet (0.42m).

(t) Child-care center. [Text unchanged; renumbered.]
California Fire Code Section 105.5.55 is hereby amended to read as follows:

105.5.55 Child-care center. [Text unchanged; renumbered.]

(u) Emergency responder radio coverage system. [Text unchanged; renumbered.]

California Fire Code Section 105.5.56 is hereby amended to read as follows:

105.5.56 Emergency responder radio coverage system. [Text unchanged; renumbered.]

(aa) Firefighter air replenishment system. [Text unchanged; renumbered.]
California Fire Code Section 105.5.57 is hereby amended to read as follows:

105.5.57 Firefighter air replenishment system. [Text unchanged; renumbered.]

(bb) Group home. [Text unchanged; renumbered.]
California Fire Code Section 105.5.58 is hereby amended to read as follows:

105.5.58 Group home. [Text unchanged; renumbered.]

(cc) Hazardous material stabilization. [Text unchanged; renumbered.]
California Fire Code Section 105.5.59 is hereby amended to read as follows:

105.5.59 Hazardous material stabilization. [Text unchanged; renumbered.]

(dd) Helicopter lifts. [Text unchanged; renumbered.]
California Fire Code Section 105.5.60 is hereby amended to read as follows:

105.5.60 Helicopter lifts. [Text unchanged; renumbered.]

(ee) Hospitals and psychiatric hospitals. [Text unchanged; renumbered.]
California Fire Code Section 105.5.61 is hereby amended to read as follows:

105.5.61 Hospitals and psychiatric hospitals. [Text unchanged; renumbered.]

(ff) Residential care facility for the elderly. [Text unchanged; renumbered.]
California Fire Code Section 105.5.62 is hereby amended to read as follows:

105.5.62 Residential care facility for the elderly. [Text unchanged; renumbered.]

(gg) Residential care facility for the chronically ill. [Text unchanged; renumbered.]
California Fire Code Section 105.5.63 is hereby amended to read as follows:

105.5.63 Residential care facility for the chronically ill. [Text unchanged; renumbered.]

(hh) Temporary assembly occupancy. [Text unchanged; renumbered.]
California Fire Code Section 105.5.64 is hereby amended to read as follows:

105.5.64 Temporary assembly occupancy. [Text unchanged; renumbered.]

(ii) Fire fighter air replenishment system. [Text unchanged; renumbered.]
California Fire Code Section 105.6.25 is hereby amended as follows:

105.6.25 Fire fighter air replenishment system. [Text unchanged; renumbered.]

16.52.107. Fees. [Text unchanged, renumbered.]
California Fire Code Section 106 is hereby amended to read:

[A] 107.1 Fees. [Text unchanged; renumbered.]

[A] 107.2 Schedule of permit fees. [Text unchanged; renumbered.]

[A] 107.3 Related fees. [Text unchanged; renumbered.]

107.7 Refunds. [Text unchanged; renumbered.]

16.52.108. Inspections. [Text unchanged; renumbered]
(a) Special inspections.
California Fire Code Section 108.5 is hereby amended to read:

108.5 Special inspections. [Text unchanged]

16.52.109. Maintenance. [Text unchanged; renumbered]

(a) Overcrowding.

California Fire Code Section 109.6 is hereby amended to read:

[A] 1096 Overcrowding. [Text unchanged; renumbered.]

(b) Hazard abatement. [Text unchanged]

109.7 Hazard abatement. [Text unchanged.]

16.52.111. Board of appeals. [Text unchanged; renumbered] California Fire Code Section 1111.1 is hereby amended to read:

111.1.1 Appeals. The Office of the City Clerk maintains guidelines and procedures for the Board of Appeals.

16.52.112. Violations. [Text unchanged; renumbered.]

(a) Unlawful acts.

California Fire Code Section 1121 is hereby amended to read as follows:

[A] 112.1 Unlawful acts. [Text unchanged; renumbered.]

(b) Violation penalties.

California Fire Code Section 112.4 is hereby amended to read:

[A] 112.4 Violation penalties. [Text unchanged; renumbered.]

(c) Civil penalties.

California Fire Code Section 112.4.2 is hereby amended to read:

112.4.2 Civil Penalties. [Text unchanged; renumbered.]

16.52.114. Unsafe buildings. [Text unchanged; renumbered.]

(a) General.

California Fire Code Sections 114.1 – 114.1.2 is hereby amended to read:

[A] 114.1 General. [Text unchanged; renumbered.]

[A] 114.1.1 Unsafe conditions. [Text unchanged; renumbered.]

[A] 114.1.2 Structural hazards. When an apparent structural hazard is caused by the faulty installation, operation or malfunction of any of the items or devices governed by this code, the *fire code official* is authorized

to immediately notify the building code official in accordance with Section 114.1.

(b) Notification.
California Fire Code Section 114.5 is hereby amended to read:

114.5 Notification. [Text unchanged; renumbered.]

16.52.113. Stop work or use order. [Text unchanged, renumbered.]

(a) Order.
California Fire Code Section 113.1 is hereby amended to read:

[A] 113.1 Order. [Text unchanged; renumbered.]

(b) Issuance.
California Fire Code Section 113.2 is hereby amended to read:

[A] 113.2 Issuance. [Text unchanged; renumbered.]

(c) Emergencies.
California Fire Code Section 113.3 is hereby amended to read:

[A] 113.3 Emergencies. [Text unchanged; renumbered]

(d) Failure to comply.
California Fire Code Section 113.4 is hereby amended to read:

[A] 113.4 Failure to comply. [Text unchanged; renumbered.]

16.52.202. General definitions.
California Fire Code Section 202 is hereby amended by adding and amending the following definitions:

BONFIRE. [Text unchanged.]

CORROSIVE LIQUID. [Text unchanged.]

FIRE CHIEF. [Text unchanged.]

FIRE DEPARTMENT. [Text unchanged.]

FIREFIGHTER AIR REPLENISHMENT SYSTEM (FARS). [Text unchanged.]

LARGE SCALE FIRE TESTING. Testing a representative energy storage system that induces a significant fire into the device under test and evaluates whether the fire will spread to adjacent energy system units, surrounding

equipment, or through an adjacent fire resistance-rated barrier.

MODERATELY TOXIC GAS. A chemical or substance that has a median lethal concentration (LC50) in air more than 2000 parts per million but not more than 5000 parts per million by volume of gas or vapor, when administered by continuous inhalation for an hour, or less if death occurs within one hour, to albino rats weighing between 200 and 300 grams each.

HEALTH HAZARD – OTHER. A hazardous material which affects target organs of the body, including but not limited to, those materials which produce liver damage, kidney damage, damage to the nervous system, act on the blood to increase hemoglobin function, deprive the body tissue of oxygen or affect reproductive capabilities, including mutations (chromosomal damage), sensitizers of teratogens (effect on fetuses).

SECONDARY CONTAINMENT. [Text unchanged.]

SPILL CONTROL. [Text unchanged.]

WORKSTATION. A defined space or an independent principal piece of equipment using flammable or unstable (Class 3 or 4 as ranked by NFPA 704) hazardous materials where a specific function, laboratory procedure or research activity occurs. *Approved or listed* hazardous materials storage cabinets, flammable liquid storage cabinets or gas cabinets serving a workstation are included as part of the workstation. A workstation is allowed to contain ventilation equipment, fire protection devices, detection devices, electrical devices and other processing and scientific equipment.

16.52.315. General storage.

(a) Storage under stairways.

California Fire Code Section 315.3.5 is hereby amended to read:

315.3.5 Storage under stairways. [Text unchanged]

16.52.401. Emergency planning and preparedness. [Text unchanged.]

16.52.403. Emergency preparedness requirements.

(a) Duties.

California Fire Code Section 403.11.1.1 is hereby amended to read:

403.11.1.1 Duty times. [Text unchanged; renumbered.]

16.52.405. Emergency evacuation drills. [Text unchanged.]

(a) Initiation.

California Fire Code Section 405.8 is hereby amended to read:

405.8 Initiation. [Text unchanged; renumbered]

16.52.503 Fire apparatus access roads [Text unchanged]

16.52.504 Access to building openings and doors.

(a) Access control devices.

California Fire Code is hereby amended by adding Section 504.5 to read:

504.5 Access control devices. When access control devices including bars, grates, gates, electric or magnetic locks or similar devices, which would inhibit rapid fire department emergency access to the building, are installed, such devices shall be approved by the fire code official. All electrically powered access control devices shall be provided with an approved means for deactivation or unlocking from a single location or otherwise approved by the fire code official. Access control devices must also comply with Chapter 10 Means of Egress.

16.52.505 Premises identification. [Text unchanged]

16.52.507 Fire protection water supplies.

(a)-(b) [Text unchanged]

(c) Hydrant for standpipe system.

California Fire Code Section 507.5.1.1 is hereby amended to read:

507.5.1.1 Hydrant for standpipe system. Buildings equipped with a standpipe system installed in accordance with Section 905 shall have a hydrant within 50 feet (15 m) of the fire department connections on the same side of the road.

Exception: The distance shall be permitted to exceed 50 feet (15 m) where approved by the *fire code official.*

(d) Hydrant for automatic sprinkler system.

California Fire Code Section 507.5.1.2 is hereby amended to read:

507.5.1.2 Hydrant for automatic sprinkler system. Buildings equipped with an automatic sprinkler system installed in accordance with Section 903 shall have a hydrant within 50 feet (15 m) of the fire department connections on the same side of the road.

Exception: The distance shall be permitted to exceed 50 feet (15 m) where approved by the *fire code official.*

(e)-(f) [Text unchanged]

16.52.508. Fire command center.

(a) Location and access.

California Fire Code Section 508.1.1 is hereby amended to read:

508.1.1 Location and access. The location and access of *the fire command center* shall be approved by the *fire code official*. The *fire command center* shall be located adjacent to an *approved* fire apparatus access road and be accessible directly from the exterior of the building.

(b)Required features.

California Fire Code Section 508.1.6 is hereby amended to read:

508.1.6 Required features. The *fire command center* shall comply with NFPA 72 and shall contain the following features:

1. The emergency voice/alarm communication system control unit.
2. The fire department communications system.
3. Fire alarm system zoning annunciator panel required by Section 907.6.4.3.
4. Annunciator unit visually indicating the location of the elevators and whether they are operational.
5. Status indicators and controls for air distribution systems.
6. The firefighter's control panel required by Section 909.16 for smoke control systems installed in the building.
7. Controls for unlocking interior exit *stairway* doors simultaneously.
8. Sprinkler valve and water-flow detector display panels.
9. Emergency and standby power status indicators.
10. A telephone for fire department use with controlled access to the public telephone system.
11. Fire pump status indicators.
12. Schematic building plans indicating the typical floor plan and detailing the building core, *means of egress, fire protection systems,* fire-fighting equipment and fire department access, and the location of *fire walls, fire barriers, fire partitions, smoke barriers* and smoke partitions.
13. An *approved* Building Information Card that contains, but is not limited to, the following information:
    13.1 General building information that includes: property name, address, the number of floors in the building above and below grade, use and occupancy classification (for mixed uses, identify the different types of occupancies on each floor), estimated building population (i.e., day, night, weekend);

13.2 Building emergency contact information that includes: a list of the building's emergency contacts (e.g., building manager, building engineer, etc.) and their respective work phone number, cell phone number, and e-mail address;

13.3 Building construction information that includes: the type of building construction (e.g., floors, walls, columns, and roof assembly);

13.4 Exit stair information that includes: number of exit stairs in the building, each exit stair designation and floors served, location where each exit stair discharges, exit stairs that are pressurized, exit stairs provided with emergency lighting, each exit stair that allows reentry, exit stairs providing roof access; elevator information that includes: number of elevator banks, elevator bank designation, elevator car numbers and respective floors that they serve, location of elevator machine rooms, location of sky lobby, location of freight elevator banks;

13.5 Building services and system information that includes: location of mechanical rooms, location of building management system, location and capacity of all fuel oil tanks, location of emergency generator, location of natural gas service;

13.6 *Fire protection system* information that includes: locations of standpipes, location of fire pump room, location of fire department connections, location of firefighter air replenishment system features and stations, location of emergency responder radio system controller, floors protected by *automatic sprinklers*, location of different types of *automatic sprinkler systems* installed (e.g., dry, wet, pre-action, etc.); and

13.7 Hazardous material information that includes: location of hazardous material, quantity of hazardous material.

14. Work table and chairs.
15. Generator supervision devices, manual start and transfer features.
16. Public address system, where specifically required by other sections of this code.
17. Elevator fire recall switch in accordance with ASME A17.1.
18. Elevator emergency or standby power selector switch(es), where emergency or *standby power* is provided.
19. *A master switch for unlocking elevator lobby doors permitted by Section 1008.1.4.6.*
20. On-site fire protection water tank fill valve control switch, tank level indicators, tank low-level alarm, and tank fill signal.
21. Building security system controls and related equipment.

22. All control panels shall be permanently identified in an approved manner as to function.
23. Other fire protection equipment and system controls as required by the fire code official.

Fire command centers shall not be used for the housing of any boiler, heating unit, generator, combustible storage, or similar hazardous or combustible storage.

(c) Ventilation [Text unchanged]

16.52.510. Emergency responder radio coverage.

(a) Emergency responder radio coverage in new buildings.

California Fire Code Section 510.1 is hereby amended to read:

510.1 Emergency responder radio coverage in new buildings. Approved radio coverage for emergency responders shall be provided within all buildings meeting any one of the following conditions:

1. There are more than 3 stories above grade plane (as defined by the Building Code Section 202);
2. The total building area is 30,000 square feet or more;
3. The total basement area is 5,000 square feet or more;
4. Where required by the fire code official and radio coverage signal strength levels are not consistent with the minimum levels set forth in Section 510.4.1.

Exceptions:

1. Where approved by the fire code official, a wired communication system in accordance with Section 907.2.13.2 shall be permitted to be installed or maintained in lieu of an approved radio coverage system.
2. Where determined by the fire code official that a system is not needed.
3. In facilities where emergency responder radio coverage is required and such systems, components or equipment required could have a negative impact on the normal operations of that facility, the fire code official shall have the authority to accept an automatically activated emergency responder radio coverage system.
4. Buildings and areas of buildings that have minimum radio coverage signal strength levels of the Silicon Valley Regional Interoperability Authority (SVRIA) P25 Phase 2 700 MHz Digital Trunked Radio System within the building in accordance with Section 510.4.1 without the use of an indoor radio coverage system.

The radio coverage system shall be installed and maintained in accordance with Sections 510.4 through 510.6 of this code and with the applicable provisions of NFPA1221,

Standard for the Installation, Maintenance and Use of Emergency Services Communication Systems.

The coverage shall be based upon the existing coverage levels of the public safety communication systems of the jurisdiction at the exterior of the building. This section shall not require improvement of the existing public safety communication systems.

(b) [Text unchanged]

(c) Permit required.
California Fire Code Section 510.3 is hereby amended to read:

510.3 Permit required. A construction permit, for the installation of, or modification of, emergency responder radio coverage systems and related equipment is required as specified in Section 105.7.6. Maintenance performed in accordance with this code is not considered a modification and does not require a permit. A frequency change made to an existing system is considered to be new construction and will require a construction permit.

An operational permit is required to maintain an emergency responder radio coverage system as specified in Section 105.5.

(d)-(f) [Text unchanged.]

16.52.511. Firefighter air replenishment systems. [Text unchanged.]

16.52.512. High rise building emergency helicopter landing facility.
California Fire Code Section 512 is hereby amended to read: [Text unchanged.]

16.52.605 Fuel-fired appliances.
(a) Prohibited locations. California Fire Code Section 605.4.2.1.1 is hereby amended to read:

605.4.2.1.1 Prohibited locations. [text unchanged, renumbered]

16.52.603. Electrical equipment, wiring and hazards. [Renumbered]
(a) Immersion heaters.
California Fire Code Section 603 of Subsection 603.11 is hereby amended to read:

603.114 Immersion Heaters. [Text unchanged; renumbered.]

16.52.608. Mechanical refrigeration. [Renumbered]
(a) Standby power.
California Fire Code Section 608 of Subsection 608.19 is hereby

amended to read:

608.19 Standby power. [Text unchanged; renumbered.]

16.52.703 Penetrations

(a) Fire-resistant penetrations and joints

California Fire Code Section 703 is hereby amended by adding Section 703.3 to read:

703.3 Fire-resistant penetrations and joints. In high-rise buildings, in buildings assigned to Risk Category III or IV, or in fire areas containing Group R occupancies with an occupant load greater than 100, and other occupancies as determined necessary special inspections for through-penetrations, membrane penetration firestops, fire resistant joint systems and perimeter fire containment systems that are tested and listed in accordance with CBC Sections 714.4.1.2, 714.5.1.2, 715.3.1 and 715.4 shall be in accordance with Section 1705.18.1 or 1705.18.2.

16.52.901. Fire protection systems.

(a) Inspection, testing and maintenance.

California Fire Code Section 901.6 is hereby amended to read:

901.6 Inspection, testing and maintenance. Fire protection and life safety systems shall be maintained in an operative condition at all times, and shall be replaced or repaired where defective. Nonrequired fire protection systems and equipment shall be inspected, tested and maintained or removed when approved by the fire code official.

(b) Records.

California Fire Code Section 901.6.3 is hereby amended to read:

901.6.3 Records. Records of all system inspections, tests and maintenance required by the referenced standard shall be maintained on the premises for a minimum of five years and shall be electronically copied to the fire code official by the company that performed the inspection, testing or maintenance in a manner prescribed by the fire code official. Inspections and tests performed on fire alarm systems shall be documented on appropriate NFPA 72 forms.

16.52.903. Automatic sprinkler systems.

(a) Design criteria.

California Fire Code Section 903.1.1.1 is hereby amended to read:

903.1.1.1 Design criteria. The following design criteria shall be applied for NFPA 13 and NFPA 13D fire sprinkler systems:

1. The design criteria shall be set at 10 percent below the hydraulic curve drawn from the available water supply.

2. A maximum flow velocity of 20 feet per second shall not be exceeded.
3. Where corrosive conditions are known to exist due to moisture or fumes from corrosive chemicals or both, special types of fittings, pipes and hangers that resist corrosion shall be used or a protective coating shall be applied to all unprotected exposed surfaces of the sprinkler system.
4. The minimum size water meter for NFPA 13D systems shall be 1".

(b) Residential sprinkler systems. [Text unchanged]

(c) Where required.

California Fire Code Section 903.2 is hereby amended to read:

903.2 Where required. Approved automatic sprinkler systems in new and existing buildings and structures shall be provided in the locations described in this Section or in Sections 903.2.1 through 903.2.12 and Sections 903.2.14 through 903.2.21, whichever is the more restrictive.
Exception: [Text unchanged.]

For the purposes of this Section, firewalls and fire barriers used to separate building areas shall be constructed in accordance with the California Building Code and shall be without openings or penetrations.

1. [Text unchanged.]
2. An automatic sprinkler system shall be provided throughout existing buildings and structures less than 3600 square feet, other than group R-3 occupancies and townhouses, when additions are made that increase the building area to 3600 square feet or greater, or that create conditions described in Sections 903.2.1 through 903.2.12 and Sections 903.2.14 through 903.2.21.
   Exception: [Text unchanged.]
3. An automatic sprinkler system shall be provided throughout existing buildings and structures 3,600 square feet or greater, other than group R-3 occupancies and townhouses, when any addition is made, or that create conditions described in Sections 903.2.1 through 903.212 and Sections 903.2.14 through 903.2.21.
   Exception: [Text unchanged.]
4. An automatic sprinkler system shall be provided throughout existing buildings and structures 3600 square feet or greater, other than group R-3 occupancies and townhouses, when alterations or repairs are made that are in excess of 50 percent of the existing building area within a 12-month period, or that create conditions described in Sections 903.2.1 through 903.2.12 and Sections 903.2.14 through 903.2.21 or Chapter 11. For the purposes of this chapter,

alterations and repairs shall be determined by the *fire code official* and include, but not be limited to; changes in T-bar ceiling, changes in the means of egress system, extending travel distances that would otherwise require the addition of automatic fire sprinklers, and extended distances from fire apparatus access roads.

5. An automatic sprinkler system shall be provided when there is any change in the character of occupancy or in the use of any existing building or structure 3600 square feet or greater, when the *fire code official* determines the change would place the building into a more hazardous division of the same occupancy group, or into a different occupancy group, which constitutes a greater life safety[1] exposure or increased fire risk.[2]
6. An automatic sprinkler system shall be provided in all accessible combustible and noncombustible sub-floors, attic space, or areas above ceilings, which are greater than 6 inches (152.4 mm) in height and contain electrical or mechanical components, in a fire sprinklered structure.

   Exceptions: [Text unchanged]
7. An automatic sprinkler system shall be provided throughout all new basements regardless of size, and throughout existing basements that are expanded by more than 50 percent.
8. Automatic sprinkler protection shall be provided in all storage areas that are within 5 feet (3048 mm) of the exterior building walls, roof overhangs, canopies or constitute an exposure to adjacent property.

   Such sprinklers may be connected to the domestic water, supply if the structure is not otherwise required to be fire sprinklered. Systems using domestic water supply shall not be less than 1-inch (25.4-mm) diameter pipe. Sufficient coverage of the area shall be provided and an *approved* accessible shut-off valve is to be provided for each room or area. Where valves are subject to possible vandalism, an *approved* means of securing the valve in the open position shall be provided. Where there are no ceilings, an 18 square inch (11,613 square mm) heat baffle shall be provided not more than 6 inches (152.4 mm) above the

[1] *Life Safety – Shall include, but not limited to: Increased occupant load, public assembly areas, public meeting areas, churches, indoor amusement attractions, buildings with complex exiting systems due to increased occupant loads, large schools/day-care facilities, large residential care facilities housing non-ambulatory clients.*

[2] *Fire Risks – Shall include, but not limited to: High-piled combustible storage, woodworking operations, hazardous operations using hazardous materials, increased fuel loads (storage of moderate to highly combustible materials), increased sources of ignition (welding, automotive repair with the use of flammable liquids and open flames)*

sprinkler head. All exposed piping shall be brazed copper or steel.

(d) **Chemical Fume Hood Fire Protection.** California Fire Code Section 903.2 is hereby amended by adding Section 903.2.11.7 to read:

903.2.11.7 Chemical Fume Hood Fire Protection. Approved automatic fire extinguishing systems shall be provided in chemical fume hoods

Exception: Internal fire protection is not required where quantities of flammable liquids in use or storage within the cabinet do not exceed 500 ml.

(e) NFPA 13 sprinkler systems.
California Fire Code Section 903.3.1.1 is hereby amended to read:

903.3.1.1 NFPA 13 sprinkler systems. Where the provisions of this code require that a building or portion thereof be equipped throughout with an automatic sprinkler system in accordance with this section, sprinklers shall be installed throughout in accordance with NFPA 13 as amended in Chapter 80 except as provided in Section 903.3.1.1.1 through 903.3.1.1.3.

Exception: For new buildings having no designated use or tenant, the minimum sprinkler design density shall be Ordinary Hazard Group 2.

(f) NFPA 13R sprinkler systems. [Renumbered, Text unchanged]

(g) Floor control valves. [Text unchanged]
California Fire Code Section 903.3.9 is hereby amended to read:

903.3.9 Floor control valves. [Text unchanged, renumbered]

(h) Riser shut-off valve. [Text unchanged; renumbered]
California Fire Code Section 903.3 is hereby amended by adding Section 903.3.10 to read:

903.3.10 Riser shut-off valve. [Text unchanged; renumbered]

(i) Corrosion-resistant paint.
California Fire Code Section 903.3.11 is hereby amended to read:

903.3.11 Corrosion-resistant paint. Throughout open parking garages and all areas with exposed exterior sprinkler piping , steel pipe shall be properly protected from corrosion by painting the pipe with corrosion-resistant paint.

(j) Floor control valves. [Text unchanged]

16.52.904. Alternative automatic fire extinguishing systems. [Text unchanged]

16.52.905. Standpipe systems. [Text unchanged]

16.52.909. Smoke control systems.

(a) Schedule.

California Fire Code Section 909.22.1 is hereby amended to read:

16.52.912 Fire department connections.

(a) Installation.

California Fire Code Section 912.1 is hereby added to read:

912.1 Installation. Fire department connections shall be installed not less than 30 inches (762 mm) nor more than 3 feet (914.4 mm) above the finished grade, and shall be equipped with an approved check valve and plugs or caps.

All 4-inch (101.6 mm) fire lines shall be equipped with a two-way fire department connection. All 6-inch (152.4 mm) fire lines shall be equipped with a four-way fire department connection.

The number of fire department connections shall be determined by the *fire code official.*

(b) Location.

California Fire Code Section 912.2 is hereby added to read:

912.2 Location. With respect to hydrants, driveways, buildings and landscaping, fire department connections shall be so located that fire apparatus and hose connected to the system will not obstruct access to the buildings for other fire apparatus. All fire department connections shall be located within 25 feet (7620 mm) of the street or approved fire access lane, Fire department connections shall be within 50 feet (15240 mm) of a public hydrant and pointed toward the public street or other *approved* location.

(c) Physical protection.

California Fire Code Section 912.4.3 is hereby added to read:

912.4.3 Physical protection. All connections shall be protected against mechanical or vehicular damage provided in accordance with Section 312.

16.52.913. Fire pumps. [Text unchanged.]

16.52.1011. Stairways.

(a) Roof access

California Fire Code Section 1011.12.2 is hereby amended to read:

1011.12.2 Roof access. Where a *stairway* is provided to a roof, access to the roof shall be provided through a *penthouse* complying with Section 1511.2 of the *California Building Code*.

Exception: In buildings without an occupied roof, access to the roof shall be permitted to be a roof hatch or trap door not less than 16 square feet (1.5 m^2) in area and having a minimum dimension of 2 feet 6 inches (762 mm).

16.52.1032. Maintenance of the means of egress. [Renumbered]

(a) Vehicular obstruction.

California Fire Code Section 1032 of Subsection 1032.3.2 is hereby amended to read:

1032.3.2 Vehicular obstructions. [Text unchanged; renumbered.]

(b) Seismic supports for storage shelves.

California Fire Code Section 1032 of subsection 1032.6.1 is hereby amended to read:

1032.6.1 Seismic supports for storage shelves. [Text unchanged.]

16.52.1103. Fire safety requirements for existing buildings.

(a) Emergency responder radio coverage in existing buildings.

California Fire Code Section 1103.2 is hereby amended to read:

1103.2 Emergency responder radio coverage in existing buildings. Existing buildings other than Group R-3, that do not have *approved* radio coverage for emergency responders within the building shall be equipped with such system or coverage within a timeframe established by the *fire code official*.

1. Whenever an existing wired communication system cannot be repaired or is being replaced, or where not *approved* in accordance with Section 510.1, Exception 1.
2. When undergoing substantial alteration as determined by the *fire code official*.
3. When determined by the *fire code official* that buildings, classes of buildings or specific occupancies do not have minimum radio coverage signal strength levels and pose an undue risk to emergency responders that cannot be reasonably mitigated by other means.

Exception: Where it is determined by the *fire code official* that the radio coverage system is not needed.

16.52.1202 Definitions

(a) Definitions.

California Fire Code Section 1202.1.1 is hereby added to read:

1202.1 Definitions. The following terms are defined in Chapter 2:

BATTERY SYSTEM, STATIONARY STORAGE.
BATTERY TYPES.
CAPACITOR ENERGY STORAGE SYSTEM.
CRITICAL CIRCUIT.
EMERGENCY POWER SYSTEM.
ENERGY STORAGE MANAGEMENT SYSTEMS.
ENERGY STORAGE SYSTEM (ESS).
ENERGY STORAGE SYSTEM, ELECTROCHEMICAL.
ENERGY STORAGE SYSTEM, MOBILE.
ENERGY STORAGE SYSTEM, WALK-IN UNIT.
ENERGY STORAGE SYSTEM CABINET.
ENERGY STORAGE SYSTEM COMMISSIONING.
ENERGY STORAGE SYSTEM DECOMMISSIONING.
FUEL CELL POWER SYSTEM, STATIONARY.
LARGE-SCALE FIRE TESTING
PORTABLE GENERATOR.
STANDBY POWER SYSTEM.

16.52.1203. Emergency and standby power systems. [Text unchanged; Renumbered.]

(a) Refrigeration systems. [Text unchanged; Renumbered.]

California Fire Code Section 1203 is hereby amended by adding Section 1203.2.20 to read:

1203.2.20 Refrigeration systems. [Text unchanged; Renumbered.]

(b) Repair garages. [Text unchanged; Renumbered.]

California Fire Code Section 1203 is hereby amended by adding Section 1203.2.21 to read:

1203.2.21 Repair garages. [Text unchanged; Renumbered.]

16.52.1207 Electrical Energy Storage Systems (ESS)

(a) Large-scale fire test.

California Fire Code Section 1207.1.5 is hereby added to read:

1207.1.5 Large-scale fire test. Where required elsewhere in Section 1207, large-scale fire testing shall be conducted in accordance with NFPA 855, and UL 9540A. The testing shall be conducted or witnessed and reported by an approved testing laboratory and show that a fire involving one ESS will not propagate to an adjacent ESS, and where installed within buildings, enclosed areas and walk-in units will be contained within the room, enclosed area or walk-in unit for a duration equal to the fire-resistance rating of the room separation specified in Section 1207.7.4. The test report shall be provided to the fire code official for review and approval in accordance with Section 104.8.2.

(b) Ongoing inspection and testing.

California Fire Code Section 1207.2.2.1 is hereby amended to read:

1207.2.2.1 Ongoing inspection and testing. Systems that monitor and protect the ESS installation shall be inspected and tested in accordance with the manufacturer's instructions and the operation and maintenance manual. Inspection and testing records shall be maintained in the operation and maintenance manual *and made available to the fire code official upon request*.

(c) Maximum allowable quantities.

California Fire Code Section 1207.5.2 is hereby amended to read:

1207.5.2 Maximum allowable quantities. Fire areas within rooms, areas and walk-in units containing electrochemical ESS shall not exceed the maximum allowable quantities in Table 1207.5. *The allowable number of fire areas, maximum allowable quantity, and fire-resistance rating of fire-barriers shall comply with Table 1207.5.1.*

Exceptions:

1. Where approved by the fire code official, rooms, areas and walk-in units containing electrochemical ESS that exceed the amounts in Table 1207.5 shall be permitted based on a hazardous mitigation analysis in accordance with Section 1207.1.4 and large-scale fire testing complying with Section 1207.1.5.
2. Lead-acid and nickel-cadmium battery systems installed in facilities under the exclusive control of communications utilities and operating at less than 50 VAC and 60 VDC in accordance with NFPA 76
3. Dedicated-use buildings in compliance with Section 1207.7.1.

TABLE 1207.5.1 DESIGN AND NUMBER OF ESS FIRE AREAS				
STORY		**PERCENTAGE OF MAXIMUM ALLOWABLE QUANTITY PER FIRE AREA**	**NUMBER OF FIRE AREAS PER STORY**	**FIRE-RESISTANCE RATING FOR FIRE BARRIERS IN HOURS**
Above grade plan	Higher than 9	25	1	3
	7-9	50	2	2
	6	50	2	2
	5	50	2	2
	4	75	4	2
	3	100	6	2
	2	100	6	2
	1	100	6	2
Below grade plan	1	100	4	3
	2	50	2	3
	Lower than 2	Not Allowed	Not Allowed	Not Allowed

(d) Fire suppression systems.

California Fire Code Section 1207.5.5 is hereby added to read:

1207.5.5 Fire suppression systems. Rooms and areas within buildings and walk-in units containing electrochemical ESS shall be protected by an automatic fire suppression system designed and installed in accordance with one of the following:

1. An automatic sprinkler system designed and installed in accordance with Section 903.3.1.1 with a minimum density of 0.3 gpm/ft2 (1.14 L/min) based on the fire area or 2,500 square-foot (232 m2) design area, whichever is larger.
2. Where approved, an automatic sprinkler system designed and installed in accordance with Section 903.3.1.1 with a sprinkler hazard classification based on large-scale fire testing complying with Section 1207.1.5.
3. The following alternative automatic fire-extinguishing systems designed and installed in accordance with Section 904, provided that the installation is approved by the fire code official based on large-scale fire testing complying with Section 1207.1.5:
   3.1. NFPA 12, *Standard on Carbon Dioxide Extinguishing Systems.*
   3.2. NFPA 15, *Standard for Water Spray Fixed Systems for Fire Protection.*
   3.3. NFPA 750, *Standard on Water Mist Fire Protection Systems.*
   3.4. NFPA 2001, *Standard on Clean Agent Fire-Extinguishing Systems.*
   3.5. NFPA 2010, *Standard for Fixed Aerosol Fire-Extinguishing Systems.*

Exception: Fire suppression systems for lead-acid and nickel-cadmium battery systems at facilities under the exclusive control of communications utilities that operate at less than 50 VAC and 60 VDC shall be provided where required by NFPA 76.

(e) Location

California Fire Code Section 1207.11.3 is hereby amended to read:

1207.11.3 Location. ESS shall be installed only in the following locations:

1. Detached garages and detached accessory structures.
2. Attached garages separated from the dwelling unit living space and sleeping units in accordance with Section R302.6.
3. Outdoors or on the exterior side of the exterior walls not less than 3 feet (914 mm) from doors and windows directly entering the dwelling unit and *not below or above any emergency escape and rescue openings.*
4. Enclosed utility closets, basements, storage or utility spaces within dwelling units with finished or noncombustible walls and ceilings. Walls and ceilings of unfinished wood-framed construction shall be provided with not less than 5/8-inch (15.9 mm) Type X gypsum wallboard.
5. ESS shall not be installed in sleeping rooms, closets, spaces opening directly into sleeping rooms or in habitable spaces of dwelling units.

(f) Fire detection.

California Fire Code Section 1207.11.6 is hereby added to read:

1207.11.6 Fire detection. ESS installed in Group R-3 and R-4 occupancies shall comply with the following:

1. Rooms and areas within dwellings units, sleeping units, basements and attached garages in which ESS are installed shall be protected by smoke alarms in accordance with Section 907.2.11.
2. A listed heat alarm interconnected to the smoke alarms shall be installed in locations within dwelling units, sleeping units and attached garages where smoke alarms cannot be installed based on their listing.

Exceptions:

1. A listed heat detector may be used in place of a heat alarm, so long as it is interconnected with devices that provide an audible alarm at all sleeping areas.

2. A fire sprinkler associated with an approved automatic sprinkler system that triggers an audible alarm upon activation of the waterflow switch, may be used in place of a heat alarm.

16.52.2311. Repair garages.

(a) Supervision and monitoring.

California Fire Code Section 2311. is hereby amended by adding section 2311.8.12 to read:

2311.8.12. Supervision and monitoring. Required gas detection and mechanical ventilation systems shall be electrically supervised and monitored in accordance with Section 5004.10.

(b) Standby power.
California Fire Code Section 2311.8.13 is hereby amended to read:

2311.8.13 Standby power. The gas detection system shall have a battery backup or an approved alternate source of power in accordance with NFPA 72.

16.52.3305. Precautions against fire.

(a) Fire watch.
California Fire Code Section 3305.5 is hereby amended to read:

3305.5 Fire watch. Where required by the fire code official or the site safety plan established in accordance with Section 3303.1, a fire watch shall be provided for building demolition and for building construction. Fire watch is not intended to facilitate occupancy during ongoing construction in a new building.

(b) Fire walls. [Renumbered, text unchanged]
California Fire Code Section 3305.9 is hereby amended to read:

3305.9 Fire walls. When firewalls are required in combustible construction, the wall construction shall be completed (with all openings protected) immediately after the building is sufficiently weather-protected at the location of the wall(s).

16.52.3311. Means of Egress.

(a) Stairways required. [Text unchanged; Renumbered.]
California Fire Code Section 3312.1 is hereby amended to read:

[BE] 3311.1 Stairways required. [Text unchanged.]

(b) Required means of egress.
California Fire Code Section 3312.1.1 is hereby amended to read:

3312.1.1 Required means of egress. All new buildings under construction shall have at least one unobstructed means of egress. All means of egress shall be identified in the prefire plan as outlined in Section 3303.1.

16.52.5001. Hazardous materials: general.

(a) Scope.
California Fire Code Section 5001.1 is hereby amended to read:

5001.1 Scope. Prevention, control and mitigation of dangerous conditions related to the storage, dispensing, use and handling of hazardous materials shall be in accordance with this chapter.

This chapter shall apply to all hazardous materials, including those materials regulated elsewhere in this code, except that where specific requirements are provided in other chapters, those specific requirements shall apply in accordance with the applicable chapter. Where a material has multiple hazards, all hazards shall be addressed.

Exceptions:

1. – 11. [Text unchanged.]
12. Specific provisions for flammable liquids in motor-fuel dispensing facilities, repair garages, airports and marinas in Chapter 23.
13. Storage and use of fuel oil in tank and containers connected to oil-burning equipment. Such storage and use shall be in accordance with Section 605. For abandonment of fuel oil tanks, Chapter 57 applies.
14. Storage and display of aerosol products complying with Chapter 51.
15. Storage and use of flammable or combustible liquids that do not have a fire point when tested in accordance with ASTM D92, not otherwise regulated by this code.
16. Flammable or combustible liquids with a flash point greater than 95°F (35°C) in a water-miscible solution or dispersion with a water and inert (noncombustible) solids content of more than 80 percent by weight, which do not sustain combustion, not otherwise regulated by this code.
17. Commercial cooking oil storage tank systems located within a building and designed and installed in accordance with Section 607 and NFPA 30.
18. Storage and handling of lithium ion batteries regulated by Section 322.

5001.1.1 Waiver. [Text unchanged.]

(b) Hazardous materials business plan.
California Fire Code Section 5001.5.3 is hereby amended to read:

5001.5.3 Hazardous materials business plan. Facilities that are required to submit a Hazardous Materials Business Plan (HMBP) as required by Health and Safety Code (HSC), Chapter 6.95, Sections 25500 through 25547.8, and Title 19, Division 2, Chapter 4, and facilities required to maintain a hazardous materials-related permit in accordance with Section 105.5 of this code, shall electronically submit a HMBP every year on or by the last day of the assigned month and no less frequently than that required by the HSC.

Exception: The following facilities shall electronically submit a HMBP at least once every three years on or by the last day of the assigned month and no less frequently than that required by the HSC:

1. Cell tower sites.

2. Facilities with no hazardous materials-related permits other than carbon dioxide used in insulated liquid carbon dioxide beverage dispensing systems.
3. Dental offices with no other hazardous materials-related permits other than a permit for a fixed medical gas system and/or small quantity waste generator permit.

(c) [Text unchanged.]

(d) [Text unchanged.]

16.52.5003. Hazardous materials: general requirements.

(a) Highly toxic and toxic gases and similarly used or handled materials.

California Fire Code Section 5003.1.3.1 is hereby amended to read:

5003.1.3.1 Highly toxic and toxic gases and similarly used or handled materials. The storage, use and handling of highly toxic and toxic gases in amounts exceeding Table 6004.2.1 shall be in accordance with this chapter and Chapter 60. Any highly toxic or toxic material that is used or handled as a gas or vapor shall be in accordance with the requirements for highly toxic or toxic gases.

(b) [Text unchanged.]

(c) Design and construction.

California Fire Code Section 5003.2.2.1 is hereby amended to read:

5003.2.2.1 Design and construction. Piping, tubing, valves, fittings and related components used for hazardous materials shall be in accordance with the following:

1. – 6. [Text unchanged]

7. Secondary containment or equivalent protection from spills or leaks shall be provided for piping for highly toxic and toxic corrosive gases above threshold quantities listed in Tables 6004.2.1 and for all liquid hazardous materials regulated by this code. Secondary containment includes, but is not limited to double walled piping.

Exceptions:

1. Secondary containment is not required for toxic corrosive gases if the piping is constructed of inert materials.
2. Piping under sub-atmospheric conditions if the piping is equipped with an alarm and fail-safe-to-close valve activated by a loss of vacuum.

8. [Text unchanged.]

(d) [Text unchanged.]

(e) Equipment, devices and systems requiring testing.
California Fire Code Section 5003.2.9.1 is hereby amended to read:

5003.2.9.1 Equipment, devices and systems requiring testing. The following equipment, systems and devices shall be tested in accordance with Sections 5003.2.9 and 5003.2.9.2.

1.-5 [Text unchanged.]

6. Gas detection systems, alarms and automatic emergency shutoff valves installed in repair garages for vehicles fueled by lighter-than-air fuels in accordance with Section 2311.8.

(f)-(j) [Text unchanged.]

16.52.5004. Hazardous materials: storage [Text unchanged.]

16.52.5601. Explosives and fireworks.
Chapter 56 of the 2021 International Fire Code is not adopted with the exception of the following Section:

5601.1.3 Fireworks. [Text unchanged.]

16.52.5704. Flammable and combustible liquids. [Text unchanged]

16.52.5706. Special operations. [Text unchanged.]

16.52.5706 Location of bulk plants or terminals. [Text unchanged]

16.52.5707. On-demand mobile fueling

(a)-(d) [Text unchanged.]

(e) Operations.
California Fire Code Section 5707.6.7 is hereby amended to read:

5707.6.7 Bonding. A means for bonding the mobile fueling vehicle to the motor vehicle shall be provided. Such bonding means shall be employed during fueling operations.

16.52.5809. Mobile gaseous fueling of hydrogen-fueled vehicles. [Text unchanged]

16.52.6004. Highly toxic and toxic compressed gases. [Text unchanged.]

16.52.6405. Pyrophoric materials. [Text unchanged.]

16.52.7000. Modifications.

(a) Deferment.

2021 International Fire Code Section B103.4 is hereby amended to read:

B103.4 Deferment. [Text unchanged.]

16.52.7100 Fire flow requirements for buildings.

2022 California Fire Code Section B105.2 is hereby amended to read:

B105.2 Buildings other than one- and two-family dwellings, Group R-3 and R-4 buildings and townhouses. [Text unchanged.]

16.52.7500. Fire hydrant spacing.

(a) Average spacing.

Appendix C Section C103 of the 2022 California Fire Code is hereby amended to read:

C103.1 Hydrant spacing. [Text unchanged.]

16.52.8101. Fire apparatus and access roads.

(a) Scope.

Appendix D Section D101.1 of the 2021 International Fire Code is hereby amended to read:

D101.1 Scope. [Text unchanged.]

16.52.8102. Required access.

(a) Access and loading.

Appendix D Section D102.1 of the 2021 International Fire Code is hereby amended to read:

D102.1 Access and loading. [Text unchanged.]

16.52.8103. Minimum specifications.

(a) Turning radius.

Appendix D Section D103.3 of the 2021 International Fire Code is hereby amended to read:

D103.3 Turning radius. [Text unchanged.]

(b) Dead ends.
Appendix D Section D103.4 of the 2021 International Fire Code is hereby amended to read:

D103.4 Dead ends. [Text unchanged.]

TABLE D103.4
REQUIREMENTS FOR DEAD-END FIRE APPARATUS ACCESS ROADS

[Table D103.4 not reproduced here. No amendments are proposed for the table.]

(c) Dead end fire apparatus access road turnaround.
Appendix D Section D103.4 of the 2021 International Fire Code is hereby amended by adding Figure D103.4 to read:

FIGURE D103.4
DEAD-END FIRE APPARATUS ACCESS ROAD TURNAROUND

[Figure D103.4 not reproduced here. No amendments are proposed for the Figure.]

(d) Fire apparatus access road gates.
Appendix D Section D103.5 of the 2021 International Fire Code is hereby amended to read:

D103.5 Fire apparatus access road gates. [Text unchanged]

(e) Roads 12 to 26 feet in width.
Appendix D Section D103.6.1 of the 2021 International Fire Code is hereby amended to read:

D103.6.1 Roads 12 to 26 feet in width. [Text unchanged]

(f) Roads more than 26 feet in width.
Appendix D Section D103.6.2 of the 2021 International Fire Code is hereby amended to read:

D.103.6.2 Roads more than 26 feet in width. [Text unchanged]

16.52.8104. Aerial fire apparatus access roads.

(a) Where required.
Appendix D Section D105.1 of the 2021 International Fire Code is hereby amended to read:

D105.1 Where required. [Text unchanged.]

Exception: [Text unchanged.]

16.52.8105. Multi-family residential developments.

(a) Projects having more than 50 dwelling units.
Appendix D Section D106.1 of the 2021 International Fire Code is hereby amended to read:

106.1. Projects having more than 50 dwelling units. [Text unchanged.]

(b) Projects having more than 200 dwelling units.
Appendix D Section D106.2 of the 2021 International Fire Code is hereby deleted.

16.52.9000. Design and installation.

(a) Breathing air supply.
Appendix L Section L104.5 of the 2021 International Fire Code is hereby amended to read:

L104.5 Breathing air supply. [Text unchanged.]

(b) Fill station location.
Appendix L Section L104.13.1 of the 2021 International Fire Code is hereby amended to read:

L104.13.1 Location. [Text unchanged.]

(c) External mobile air connection location.
Appendix L Section L104.14.1 of the 2021 International Fire Code is hereby amended to read:

L104.14.1 Location. [Text unchanged.]

(d) Emergency fill station.
Appendix L Section L104 of the 2021 International Fire Code is hereby amended by adding Section L104.16 to read:

L104.16 Emergency fill panel (EFP). [Text unchanged.]

16.52.9080 Reference Standards.

(a) Chapter 80 Reference Standards.
The following standards in Chapter 80 of the 2022 California Fire Code are hereby amended to read. The remaining standards in Chapter 80 shall remain unchanged:

NFPA

855-20 Standard for the Installation of Stationary Energy Storage Systems.

SECTION 2. STATUTORY REFERENCES, INCLUSIONS OF AMENDMENTS AND ADDITIONS. Whenever reference is made to any portion of this ordinance, or of any other chapter or section of the Sunnyvale Municipal Code, or of any other ordinance of the City of Sunnyvale, or of any law of the State of California, the reference applies to all amendments and additions now or thereafter made.

SECTION 3. INTERPRETATIONS. In interpreting and applying the provisions of this ordinance, the requirements contained herein are declared to be minimum requirements for the purposes set forth. The provisions of this ordinance, insofar as they are substantially the same as existing statutory provisions relating to the same subject matter, shall be construed as restatements and continuations and not as new enactments. This ordinance shall not nullify the more restrictive provisions of covenants, agreements or other ordinances or laws, but shall prevail as to such provisions which are less restrictive.

SECTION 4. FINDINGS. To the extent the changes and modifications set forth in this ordinance to the 2022 California Building Standards Codes, including the California Fire Code are deemed more restrictive than the standards contained in the 2022 California Building Standards Codes, thus requiring findings describing local conditions that justify such modifications, the Council finds and determines that the changes are reasonably necessary because of local climatic, geologic, or topographic conditions and adopts the findings for local amendments to the California Fire Code, 2022 Edition, attached as Exhibit "A" and incorporated herein by reference.

SECTION 5. CEQA - EXEMPTION. The City Council finds, pursuant to Title 14 of the California Code of Regulations, Section 15308 (Class 8) Actions by Regulatory Agencies for Protection of the Environment and Section 15305 (Class 5) Minor alterations in Land Use Limitations and Section 15061(b)(3) of the CEQA Guidelines, because it can be seen with certainty that there is no possibility that the changes adopted will have a significant effect on the environment.

SECTION 6. CONSTITUTIONALITY; SEVERABILITY. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such decision or decisions shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, sentence, clause and phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid.

SECTION 7. EFFECTIVE DATE. This ordinance shall be in full force and effect January 1, 2020.

SECTION 8. POSTING AND PUBLICATION. The City Clerk is directed to cause copies of this ordinance to be posted in three (3) prominent places in the City of Sunnyvale and to cause

publication once in The Sun, the official publication of legal notices of the City of Sunnyvale, of a notice setting forth the date of adoption, the title of this ordinance, and a list of places where copies of this ordinance are posted, within fifteen (15) days after adoption of this ordinance.

Introduced at a regular meeting of the City Council held on October 25, 2022, and adopted as an ordinance of the City of Sunnyvale at a regular meeting of the City Council held on November 1, 2022, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:
RECUSAL:

ATTEST:

DAVID CARNAHAN
City Clerk
Date of Attestation: _____

APPROVED:

LARRY KLEIN
Mayor

(SEAL)

APPROVED AS TO FORM:

JOHN A. NAGEL
Assistant City Attorney

EXHIBIT A

FINDINGS

Section 17958 of the California Health and Safety Code provides that the City may make changes to the provisions of the California Building Standards Codes. Sections 17958.5 and 17958.7 of the Health and Safety Code require that for each proposed local change to those provisions of the California Building Standards Codes which regulate buildings used for human habitation, the City Council must make findings supporting its determination that each such local change is reasonably necessary because of local climatic, geological, or topographical conditions. The City need not show that local conditions deviate from prevailing statewide conditions, only that the changes are "reasonably necessary because of local climatic, geological, or topographical conditions." (Cal. Health & Safety Code § 17958.5; *ABS Inst. v. City of Lancaster* (1994) 24 Cal. App. 4th 285, 294.).

Local building regulations having the effect of amending the uniform codes, which were adopted by the City prior to November 23, 1970, were unaffected by the regulations of Sections 17958, 17958.5 and 17958.7 of the Health and Safety Code. Therefore, amendments to the uniform codes which were adopted by the City Council prior to November 23, 1970, and have been carried through from year to year without significant change, need no required findings. Also, amendments to provisions not regulating buildings used for human habitation do not require findings.

General Findings

1. Climatic

a. Precipitation. Precipitation in Sunnyvale ranges from 4.83 to 30.30 inches per year with an average of approximately 13.86 inches per year. Approximately 90% falls during the months of November through April and 10% from May through October. This area experienced a major drought in 1977-78 and a moderate drought the next five years. It recently ended a seven-year drought and it is currently experiencing the driest three year period on record. The local climate is characterized by markedly delineated rainy and dry seasons, which tend to maximize the expansive characteristics of soil. Drought conditions tend to create more frequent and larger fire incidents

b. Relative Humidity. Humidity generally ranges from 60% during daytime to 80% at night. It drops to 20% during the summer months and occasionally drops lower.

c. Temperatures. Temperatures have been recorded as high as 108° F. Average summer highs are in the 78°-82° F. range.

d. Winds. Prevailing winds are from the Northwest or Southeast. However, winds are experienced from virtually every direction at one time or another. Velocities are generally in the 5-mph to 15-mph range, gusting to 7.4 mph to 30 mph, particularly during the summer months. Extreme winds, up to 60 mph, have been known to occur.

e. Summary and Analysis. These local climatic conditions affect the acceleration, intensity and size of fire in the community. Times of little or no rainfall, of low humidity and high temperatures create extremely hazardous conditions, particularly as they relate to wood shake and shingle roof fires and conflagrations. The winds experienced in this area can have a tremendous impact upon structure fires of buildings in close proximity to one another commonly found in Sunnyvale.

During wood shake and shingle roof fires, or exposure fires, winds can carry sparks and burning brands to other structures, thus spreading the fire and causing conflagrations. In building fires, winds can literally force fires back into the building and can create a blowtorch effect, in addition to preventing "natural" ventilation and cross-ventilation efforts. In developed areas of the City, fires can occur in buildings, rubbish, vehicles, and vegetation on vacant lots.

2. Geological, Geographic and Topographic

a. Geographic Location. Sunnyvale is located in the Santa Clara Valley. It has taken its place as the second largest city in the “heart of the Silicon Valley," the center for an expanding and changing technology industry.

b. Seismic Location. Sunnyvale is situated on alluvial soils between San Francisco Bay and the San Andreas Fault zone. The City's location makes it particularly vulnerable to damage to taller and older structures caused by seismic events. The relatively young geological processes that have created the San Francisco Bay Area are still active today. Seismically, the City sits between two active earthquake faults (San Andreas and the Hayward/Calaveras) and numerous potentially active faults.

c. Seismic and Fire Hazards. In the event of a seismic occurrence, many areas of the city can expect damage or collapse of buildings due to Sunnyvale’s proximity to active earthquake faults. Secondary impacts could include ruptured gas lines, collapsed power lines, and breaks in the water distribution system. Gypsum wallboard and exterior portland cement plaster have performed poorly during recent California seismic events. The shear values for gypsum wallboard and portland cement stucco contained in the code are based on mono-directional testing. It is appropriate to limit the use of these products until cyclic loading testing are performed and evaluated. Fire following an earthquake has the potential of causing greater loss of life and damage than the earthquake itself.

Hazardous materials, particularly toxic gases, could pose the greatest threat to the largest number, should a significant seismic event occur. Public safety resources would have to be prioritized to mitigate the greatest threat, and may likely be unavailable for smaller single dwelling or structure fires.

Other variables may tend to intensify the situation:

1. The extent of damage to the water system;
2. The extent of isolation due to bridge and/or freeway overpass collapse;
3. The extent of roadway damage and/or amount of debris blocking the roadways;
4. Climatic conditions (hot, dry weather with high winds);
5. Time of day will influence the amount of traffic on roadways and could intensify the risk to life during normal business hours;

6. The availability of timely mutual aid or military assistance;
7. The large portion of dwellings with wood shingle roof coverings could result in conflagrations.

d. Size and Population. The City has an area over 24 square miles in size and a population estimated to be 156,234.

e. Development. Sunnyvale is a community which is projected to add 15,500 new residential units within the next twenty years, primarily in multi-family configurations, for which building and fire-life safety is a matter of acute importance.

f. Public Safety Department. Sunnyvale utilizes a public safety (joint police/fire) department with personnel who function as both fire suppression and police officers, resulting in fewer personnel than otherwise would be required for a city of its size. A premium is therefore placed on built-in physical techniques and devices as crime preventative measures. It is therefore also imperative that fire detection and suppression occur as quickly as possible to minimize loss of property and life. Added protection of fire sprinkler systems and other fire protection measures will supplement normal public safety response by providing immediate protection for the building occupants and by containing and controlling the fire spread to the area of origin. For these reasons the most stringent provisions are required concerning fire detection, alarm and suppression systems.

g. Roads and Streets. Sunnyvale is characterized by large buildings and building complexes and is bounded by several major freeways and expressways, which intersect railroad tracks and additional expressways and major arterial streets. These surface features have a major adverse effect upon the road and street layout in the community, including major traffic routes. In addition, the number of vehicle miles driven in the City is steadily increasing and considerable efforts in traffic and roadway improvements are being made to ease the crush of commuters to and through the City to their homes and places of work. Because of the City's high concentration of jobs, much of the peak traffic is made by nonresidents traveling to or from Sunnyvale. Existing surface feature conditions limit the number and cause indirect routing of major arterial streets for normal traffic as well as emergency vehicle response. The impact of planned developments and traffic flow will continue to have an effect on the Department of Public Safety and delivery of fire services.

During the peak AM and PM traffic periods, the City experiences extremely heavy traffic congestion at key intersections and near freeway on-ramps and off-ramps. As noted above, the limited number and the indirect routing of some roads and streets in the community can create heavy, slow traffic conditions and excessively long travel routes from point to point within the community. Thus, in the event of an emergency at a key intersection, overpass, underpass, bridge or other circulation corridor, sections of the City may become temporarily isolated and response times for emergency crews increased beyond ideal times.

Intersections are rated on a level of service (LOS) scale (“A” for excellent operational conditions to “F” for poor conditions). Many of the City’s major intersections are currently rated, or with new development, anticipated to be rated LOS D or less for both AM and PM peak hours. These

conditions create barriers to effective emergency response times, which in turn increase the risk of injury or spread of fire.

h. Industry. Sunnyvale is the site of many manufacturing and research industries which use toxic, flammable and explosive chemicals and materials in potentially hazardous combinations. The availability of high-tech and similar businesses creates unique access to innovative products and technology to reduce energy and water use to mitigate business demands. Businesses located in developed and developing industry centers in Sunnyvale frequently use various types of hazardous materials. In addition, daytime work populations in these areas are also increasing as new buildings are developed and remodeled, making protections against hazardous materials increasingly important. Special precautions are required to minimize the risk of damage to adjoining persons and properties.

i. Mixed Industrial/Residential Uses. High-density residential uses are located near high-risk industries, necessitating special precautions.

j. Transportation. Sunnyvale is divided by an interstate highway, which potentially could affect response times of fire suppression equipment.

k. Soil Conditions and Topography. Sunnyvale lies at the southern end of San Francisco Bay and is built atop the alluvial deposits that surround the margins of the Bay. The alluvium was created by the flooding of the many streams emptying into the San Francisco Bay depression, and from intermittent seawater inundation that has occurred over the last 2 or 3 million years. The areas closest to the Bay are overlain by unconsolidated fine silty clay, known as "Bay Mud" which varies in thickness from a few feet to as much as 30 feet. Generally, the older, more stable alluvium is to the south and the younger, less stable material is to the north. Bedrock lies beneath the area at depths generally 300' or more. The topography is essentially flat, dropping from an elevation of 300 feet to sea level. The slope across the City is in a northeasterly direction from the high point in the southwest corner to the Bay. The average slope is approximately 0.9%.

The Silicon Valley is within a very active seismic area and local soil conditions can be highly expansive (clay soils). The Northridge earthquake provided hundreds of examples of damage to plain concrete footings. This type of damage is extremely expensive to repair, in contrast to the small expense of providing nominal footing reinforcement. Footing reinforcement is also necessary to prevent damage due to pumping action caused by local expansive soils, which shrink and swell during seasonal drying and wetting conditions.

Most of the surface soils in the Silicon Valley are relatively young and unconsolidated sedimentary materials formed from a wide variety of parent materials. The varying chemical composition, degree of weathering, and the relatively acid environment have created soils of varying types, which are particularly corrosive in nature. Much of the surface soil in the Silicon Valley is highly expansive (i.e., shrink-swell behavior) and has low bearing strength.

l. Water/Sewer. Some parts of the Silicon Valley have hard water, which is corrosive to ferrous pipe. The groundwater table is unusually high in many places. Expansive soils create unstable conditions, which increase the potential of breaks in sewer laterals. To maintain health and sanitary services, it is necessary to gain access, to periodically maintain public sanitary laterals.

Wastewater draining from indoor sources in Sunnyvale flows through sewer pipes that direct the wastewater to the Water Pollution Control Plant for treatment before being discharged to the San Francisco Bay. If left untreated before discharge, residential, commercial and industrial wastewater would upset the delicate ecosystem of southern San Francisco Bay. The City of Sunnyvale is one of 74 co-permittees listed under a regional municipal stormwater permit for the San Francisco Bay. On November 19, 2015, order No. R2-2015-0049 was adopted by the Regional Water Quality Control Board (RWQCB) for Region 2. This permit regulates discharges from municipal separate storm drain systems into waterways under each co-permittee's jurisdiction. The City of Sunnyvale has developed an Urban Runoff Management Plan (URMP) to reduce, control, or otherwise address pollutant sources in discharges to the storm drain system. Departments within the City of Sunnyvale have adopted Best Management Practices (BMPs) and Standard Operating Procedures (SOPs) to reduce the presence of pollutants in stormwater discharges to the maximum extent practicable.

The Sunnyvale URMP focuses on prevention of illicit connection/illegal dumping, quality of industrial and commercial discharges, and minimizing impacts from new development and construction activities. The City implements BMPs for maintaining street and roads, storm drains, and water utilities, and preventing stormwater pollution.

m. Buildings, Landscaping and Clearances. Many of the newer large buildings and building complexes are of designs which greatly limit visibility and approach to and accessibility by Public Safety resources. Many houses and other buildings with wood roofs and/or sidings are so close together that fire may readily spread from one to another by both radiation and convection.

n. Business & Industry Centers. The current clusters of high-tech, bio-tech, manufacturing and similar companies create additional demands on water, sewer, and electrical facilities. These businesses offer opportunities and access to innovative products, services and technology, and may also be more likely to utilize such products, services, and technology. For example, the more businesses, the greater the demands on water, sewer and power facilities during peak mid-day periods, which could lead to shortages or service disruptions, or use of services and technology impacting health and safety.

Because of the State's policy initiatives, California remains a focal point for development of hydrogen fueling technology and implementation. Successful market launch and continued growth of California's hydrogen fueling network will contribute to the state meeting zero-emission vehicle goals as well as greenhouse gas reduction, air quality improvement, and petroleum reduction goals set forth in state and federal laws and programs.

Because the State of California is on the forefront of implementing hydrogen fueling technologies, regulation of hydrogen mobile fueling by adopting a local amendment to require site plans is appropriate and necessary in light of the nature of the activity amongst the unique characteristics found in Sunnyvale as described in the findings, including dense building development, a growing workforce and population, as well as traffic limitations when responding to an emergency.

o. Population. Sunnyvale has a current and rapidly growing population (both resident and daytime work) that impacts fire and police service. With more people, there is more traffic congestion during a greater part of the day, which not only slows emergency vehicle response but may also restrict access to fire and crime scenes. Similarly, more emergency incidents requiring a

public safety response occur with a larger population, created a greater likelihood of simultaneous emergency incidents requiring a public safety response. This results in longer response times and fewer fire companies or police units to respond to emergencies within the community.

p. Summary and Analysis. The stated local geological, geographic and topographical conditions increase the magnitude, exposure, accessibility problems and fire hazards presented to the Department of Public Safety and have a negative impact upon the response capability of public safety resources. Lying beneath Sunnyvale are thick layers of sand, gravel and clay, known as alluvium, which amplify the effects of earthquakes. Based on the combination of these conditions, local experience from the damage caused in Santa Clara Valley by the 1906 earthquake and the poor performance of alluvial deposits during earthquakes, this area could be subject to severe structural damage or failure, multiple major fires and additional fire dangers, and place a great strain on police, fire and rescue resources. A seismic event could also trigger widespread damage to hazardous material storage vessels and cause substantial hazardous material releases into the environment.

The possibility of fire ignition increases as earthquake shaking increases. Fire due to broken gas lines or short circuits of electrical systems is a major established hazard associated with earthquakes. Most buildings in Sunnyvale are partially or entirely combustible which increases the City's vulnerability to fire. As discussed above, traffic conditions may slow or impede emergency response in any given fire or hazardous materials event, particularly in the event of a seismic event or other natural disaster. Thus, with the potential inability of emergency services to guarantee rapid response, it is necessary to mitigate this problem by requiring additional protections such as built-in fire protection systems, which will provide for early detection and additional fire control.

Conclusion and Findings.

Local climatic, geologic, and topographic conditions impact crime prevention efforts and the frequency, spread, acceleration, intensity and size of fires involving buildings, strength of building structural systems to resist local hazards and ability to deliver uninterrupted services in the community. The potential for significant damage arising from these conditions makes it reasonably necessary to modify the uniform codes to mitigate the effects of the above conditions.

Therefore, the City Council finds that (with the exception of changes justified on administrative grounds), the local amendments of the 2022 California Fire Code is justified by all of the aforementioned general findings.

City of Sunnyvale

Agenda Item

22-1065 **Agenda Date:** 11/1/2022

SUBJECT

Adopt Ordinance No. 3202-22 to amend various Sections of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code to Adopt by Reference the 2022 California Building, Residential, Mechanical, Plumbing, Electrical, Building Standards Administrative, Energy, Historical Building, Existing Building, and Green Building Standards Codes, and the International Property Maintenance, with Local Amendments and Related Findings.

BACKGROUND

The attached Ordinance was introduced at a regular meeting of the City Council held on October 25, 2022, with the following vote: 7-0

RECOMMENDATION

Adopt Ordinance No. 3202-22 to amend various Sections of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code to Adopt by Reference the 2022 California Building, Residential, Mechanical, Plumbing, Electrical, Building Standards Administrative, Energy, Historical Building, Existing Building, and Green Building Standards Codes, and the International Property Maintenance, with Local Amendments and Related Findings.

ORDINANCE NO. 3202-22

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUNNYVALE TO AMEND VARIOUS SECTIONS OF TITLE 16 (BUILDINGS AND CONSTRUCTION) OF THE SUNNYVALE MUNICIPAL CODE TO ADOPT BY REFERENCE THE 2022 CALIFORNIA BUILDING, RESIDENTIAL, MECHANICAL, PLUMBING, ELECTRICAL, BUILDING STANDARDS ADMINISTRATIVE, ENERGY, HISTORICAL BUILDING, EXISTING BUILDING, AND GREEN BUILDING STANDARDS CODES, AND THE INTERNATIONAL PROPERTY MAINTENANCE CODE, WITH LOCAL AMENDMENTS AND RELATED FINDINGS

WHEREAS, the California Building Standards Commission ("CBSC") is responsible for administering the implementation of the California building codes, which includes the proposal, review, and adoption processes; and

WHEREAS, the building codes are contained in the California Code of Regulations, Title 24; and

WHEREAS, since 1989, the CBSC has published triennial editions of these codes; and

WHEREAS, in January 2022, the State of California adopted the 2022 California Building Codes and published the documents on July 1, 2022.

WHEREAS, all local jurisdictions are required to adopt these codes with appropriate amendments by January 1, 2023, or be mandated to accept by default the version adopted by the State; and

WHEREAS, the City of Sunnyvale desires to amend the following codes adopted by the State of California for implementation on January 1, 2023:

- 2022 California Building Code (based on the 2021 International Building Code)
- 2022 California Residential Code (based on the 2021 International Residential Code)
- 2022 California Mechanical Code (based on the 2021 Uniform Mechanical Code)
- 2022 California Plumbing Code (based on the 2021 Uniform Plumbing Code)
- 2022 California Electrical Code (based on the 2020 National Electrical Code)
- 2022 California Building Standards Administrative Code

- 2022 California Energy Code
- 2022 California Historical Building Code
- 2022 California Existing Building Code
- 2022 California Green Building Standards Code
- 2021 International Property Maintenance Code

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SUNNYVALE DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 16.08.020 AMENDED. Section 16.08.020 of Chapter 16.08 (Administrative Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code is hereby amended to read as follows:

Section 16.08.020. Adoption by reference.

The "2022 California Administrative Code" adopted by the State Building Standards Commission in California Code of Regulations (CCR) Title 24, Part 1 is hereby adopted by reference as the administrative code for all California codes adopted by the city of Sunnyvale.

SECTION 2. Section 16.16.020 AMENDED. Section 16.16.020 of Chapter 16.16 (Building Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code is hereby amended to read as follows:

Section 16.16.020. Adoption by reference.

The 2021 International Building Code in its entirety, along with Appendices C, I, and J as published by the International Code Council, Inc. and amendments to sections of the 2021 International Building Code adopted by the State Building Standards Commission in California Code of Regulations (CCR) Title 24, Part 2, known as the 2022 California Building Code, is hereby adopted by reference, with changes and modifications as hereinafter set forth, as the building code of the city of Sunnyvale.

SECTION 3. Section 16.16.030 AMENDED. Section 16.16.030 of Chapter 16.16 (Building Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code is hereby amended to read as follows:

Section 16.16.030. Administration.

2022California Building Code, Chapter 1, Division II, is hereby amended as follows:

101.2. Scope.

[A] The provisions of this chapter shall apply to grading and to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal, and demolitions of every building or structure or any appurtenances connected or attached to such buildings or structures

within the city, including all plumbing and drainage systems, mechanical systems, and electrical wiring and fire safety systems, or parts thereof, within and serving such building or structure, excluding therefrom the following:

(1) – (5) [Text unchanged.]

(6) Detached one- and two-family dwellings and multiple single-family dwellings (townhouse units) not more than three stories above grade plane in height with a separate means of egress and their accessory structures shall comply with this code or the California Residential Code.

105.3.2. Time Limitation of Application. [Text unchanged.]

105.5. Permit Expiration.

(1) – (3) [Renumbered, Text unchanged.]

Note: Reference Building Standards Law, Health and Safety Code Sections 18938.5 and 18938.6, for provisions related to expiration of permits.

105.7. Placement of Permit. [Text unchanged.]

107.5. Retention of Construction Documents. [Text unchanged.]

109.2. Schedule of Permit Fees. [Text unchanged.]

109.4. Work Commencing Before Permit Issuance. [Text unchanged.]

109.4.1. Investigation Fees: Work Without a Permit. [Text unchanged.]

109.4.2. Fee. [Text unchanged.]

109.6. Refunds. [Text unchanged.]

109.7. Plan Review Fees. [Text unchanged.]

110.3.8. Other Inspections. [Text unchanged.]

110.7. Inspection Record Card. [Text unchanged.]

110.8. Reinspections. [Text unchanged.]

111.2. Certificate Issued. [Text unchanged.]

114.1. Unlawful Acts. It is unlawful for any person, firm, or corporation to perform any grading, or to relocate, replace, erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish, equip, use, occupy, or

maintain any building or structure in the city, or to install or maintain any plumbing or drainage systems, or any mechanical systems, or any electrical wiring or fire safety systems in or about any building or structure or any appurtenances connected or attached to such buildings or structures in the city, or cause the same to be done, contrary to or in violation of any of the provisions of the administrative or technical code. Each such person is guilty of a separate offense for each and every day during any portion of which a violation of any provision of any codes continued, or permitted by such person and shall be punishable accordingly.

Section 117. Address Identification. [Text unchanged.]

SECTION 4. Section 16.16.050 AMENDED. Section 16.16.050 of Chapter 16.16 (Building Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code is hereby amended to read as follows:

Section 16.16.050. Standards for high-rise buildings.

2022 California Building Code Section 403 is hereby replaced by the applicable provisions of Chapter 16.52.

SECTION 5. Section 16.16.060 AMENDED. Section 16.16.060 of Chapter 16.16 (Building Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code is hereby amended to read as follows:

Section 16.16.060. Numbering of buildings.

2022 California Building Code Section 501.2 is hereby replaced with the applicable provisions of Section 16.16.030.

SECTION 6. Section 16.16.065 ADDED. Section 16.16.065 of Chapter 16.16 (Building Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code is hereby added to read as follows:

Section 16.16. 065. Fire-resistant penetrations and joints.

2022 California Building Code Section 1705.18 is hereby amended to read:

CBC 1705.18 Fire-resistant penetrations and joints. In high-rise buildings, in buildings assigned to Risk Category III or IV, or in fire areas containing Group R occupancies with an occupant load greater than 100, and other occupancies as determined necessary special inspections for through-penetrations, membrane penetration firestops, fire resistant joint systems and perimeter fire containment systems that are tested and listed in accordance with Sections 714.4.1.2, 714.5.1.2, 715.3.1 and 715.4 shall be in accordance with Section 1705.18.1 or 1705.18.2

SECTION 7. Section 16.16.070 AMENDED. Section 16.16.070 of Chapter 16.16 (Building Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code is

hereby amended to read as follows:

Section 16.16.070. Fire extinguishing systems.

Except for the application of Sections 504.2 and 506.3 of the 2022 California Building Code, the installation requirements for fire extinguishing systems, including 2022 California Building Code Section 903, shall be governed by the applicable provisions of the 2022 California Fire Code as adopted by Chapter 16.52.

SECTION 8. Section 16.16.080 AMENDED. Section 16.16.080 of Chapter 16.16 (Building Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code is hereby amended to read as follows:

Section 16.16.080. Fire protection systems.

2022 California Building Code Chapter 9 is hereby replaced by the applicable provisions of Chapter 16.52.

SECTION 9. Section 16.16.090 AMENDED. Section 16.08.090 of Chapter 16 (Building Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code is hereby amended to read as follows:

Section 16.16.090. Roof material rating.

2022 California Building Code Section 1505.1.3 is amended to read as follows:

1505.1.3 Roof Coverings in All Other Areas. [Text unchanged.]

SECTION 10. Section 16.16.100 AMENDED. Section 16.16.100 of Chapter 16.16 (Building Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code is hereby amended to read as follows:

Section 16.16.100. Concrete construction.

2022 California Building Code Section 1705.3 is hereby amended to read:

1705.3 Concrete Construction. Special inspections and tests of concrete constructions shall be performed in accordance with this section and Table 1705.3.

Exceptions: Special inspections and tests shall not be required for:

1. Isolated spread concrete footings of buildings three stories or less above grade plane that are fully supported on earth or rock where the structural design of the footing is based on specified compressive strength f'c, not more than 2,500 pounds per square inch (psi) (17.2 MPa), regardless of the compressive strength of the construction documents or used in the footing construction.

2. Continuous concrete footing supporting walls of buildings three stories or

less above grade plane that are fully supported on earth or rock where:

2.1 The footings support walls of light frame construction;

2.2. The footings are designed in accordance with Table 1809.7; or

2.3. The structural design of the footing is based on a specified compressive strength f'c, no greater than 2,500 pounds per square inch (psi) (17.2 MPa), regardless of the compressive strength specified in the construction documents or used in the footing construction documents or used in the footing construction.

3. Nonstructural concrete slabs supported directly on the ground, including prestressed slabs on grade, where the effective prestress in the concrete is less than 150 psi (1.03 MPa).

4. Concrete foundation walls constructed in accordance with Table 1807.1.6.2.

5. Concrete patios, driveways, and sidewalks, on grade.

SECTION 11. Section 16.16.110 AMENDED. Section 16.16.110 of Chapter 16.16 (Building Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code is hereby amended to read as follows:

Section 16.16.110. Modifications to ACI 318.

2022California Building Code Section 1905.1.8 is amended to read as follows:

1905.1.7 ACI 318, Section 14.1.4. Delete ACI 318, Section 14.1.4, and replace with the following:

22.10 – 22.10.1 [Text unchanged.]

SECTION 12. Section 16.16.120 ADDED. Section 16.16.120 of Chapter 16.16 (Building Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code is hereby added to read as follows:

2022 California Building Code Table 2308.6.1 (Wall Bracing Requirements) of CBC Chapter 23 (Wood) is amended as follows:

(1) The title of Table 2308.6.1 is amended to read:

TABLE 2308.6.1[a, f, g]

(2) Footnotes "f" and "g" are added to Table 2308.6.1, to read:

f. Methods PBS, HPS, and SFB are not permitted in Seismic Design Categories D or E.

g. Methods GB, DWB and PCP are not permitted in Seismic Design Category E.

SECTION 13. Section 16.17.020 AMENDED. Section 16.17.020 of Chapter 16.17 (Residential Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code is hereby amended to read as follows:

Section 16.17.020. Adoption by reference.

The 2021 International Residential Code in its entirety, along with Appendices AH, AK, and AV as published by the International Code Council, Inc. and amendments to sections of the 2021 International Residential Code adopted by the State Building Standards Commission in California Code of Regulations (CCR) Title 24, Part 2.5, known as the 2022 California Residential Code, is hereby adopted by reference, with changes and modifications as hereinafter set forth, as the residential code of the city of Sunnyvale.

SECTION 14. Section 16.17.030 AMENDED. Section 16.17.030 of Chapter 16.17 (Residential Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code is hereby amended to read as follows:

16.17.30. Administration.

2022California Residential Code Chapter 1 Division II is hereby amended as follows:

2022 California Residential Code Chapter 1 Division II is hereby replaced by the provisions of Chapter 16.16.

SECTION 15. Section 16.17.040 AMENDED. Section 16.17.040 of Chapter 16.17 (Residential Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code is hereby amended to read as follows:

Section 16.17.040. Definitions.

2022 California Residential Code Chapter 2 is hereby amended as follows:

For the purpose of the California Code, certain terms are defined as follows:

(1) – (4) [Text unchanged.]

(5) "TOWNHOUSE UNIT". A single family dwelling unit on an individual lot constructed in a group of three or more attached units in which each extends from foundation to roof and with a yard or public way on at least two sides.

(6) "HABITABLE SPACE". A space in a building for living, sleeping, eating or cooking including bathrooms, toilet rooms, closets, halls, storage or utility spaces and similar areas.

SECTION 16. Section 16.17.050 AMENDED. Section 16.17.050 of Chapter 16.17

(Residential Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code is hereby amended to read as follows:

Section 16.17.050. Fire-resistant construction.

2022 California Residential Code Table R302.1(2) footnote "a" is amended to read follows:

> [a.] For residential subdivisions where all dwellings and accessory buildings are equipped throughout with an automatic sprinkler system installed in accordance with Section R313, the fire separation distance for exterior walls not fire-resistance rated and for fire-resistance rated projections shall be permitted to be reduced to 0 feet, and unlimited unprotected openings and penetrations shall be permitted, where the adjoining lot provides an open setback yard that is 6 feet or more in width on the opposite side of the property line.

SECTION 17. Section 16.17.060 AMENDED. Section 16.17.060 of Chapter 16.17 (Residential Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code is hereby amended to read as follows:

Section 16.17.060. Townhouse Units.

2022 California Residential Code Section R302.2 is amended as follows:

R302.2 Townhouse Units. Each townhouse unit shall be considered a separate building and shall be separated by fire-resistance rated wall assemblies meeting the requirements of Section R302.1 for exterior walls.

SECTION 18. Section 16.17.080 AMENDED. Section 16.17.080 of Chapter 16.17 (Residential Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code is hereby amended to read as follows:

Section 16.17.080. Fire extinguishing systems.

2022 California Residential Code sections R313.1, R313.2, and R313.3 are hereby amended to read as follows:

R313.1 Townhouse unit automatic fire sprinkler systems.

An automatic residential fire sprinkler system shall be installed in townhouse units.

Existing Townhouse Units. An automatic residential fire sprinkler system shall be installed in existing townhouse units when additions or conversions from non-habitable to habitable spaces are made that are in excess of 50 percent of the habitable building area.

Firewalls used to separate building areas shall be constructed in accordance with the 2022 California Building Code and shall be without openings or penetrations.

Exception: A one-time addition to existing townhouse units that do not exceed 500 square feet of building area.

R313.1.1 Design and Installation.
Automatic residential fire sprinkler systems for townhouse units shall be designed and installed in accordance with NFPA 13D and local standards.
R313.2 One- and two-family dwellings automatic fire systems.
An automatic residential fire sprinkler system shall be installed in one- and two-family dwellings.

Existing one- and two-family dwellings. An automatic residential fire sprinkler system shall be installed in existing one and two-family dwellings when additions or conversions from non-habitable to habitable spaces are made that are in excess of 50 percent of the habitable building area.

Firewalls used to separate building areas shall be constructed in accordance with the 2022 California Building Code and shall be without openings or penetrations.

Exception: One-time additions to one and two-family dwellings that do not exceed 500 square feet of building area.

Group U private garages and carports shall comply with Section 903.2.18 of the 2022 California Fire Code.

R313.2.1 Design and Installation.
Automatic residential fire sprinkler systems for one- and two-family dwellings shall be designed and installed in accordance with NFPA 13D and local standards.

2022 California Residential Code Section R313.3 is hereby amended by deleting the following provisions:

R313.3 Dwelling unit fire sprinkler systems.

SECTION 19. Section 16.17.090 ADDED. Section 16.17.090 of Chapter 16.17 (Residential Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code is hereby ADDED to read as follows:

Section 16.17.090 Electrical Energy Storage Systems

2022 California Residential Code Section R328.4 Locations is amended to read as follows:

R328.4 Locations. ESS shall be installed only in the following locations:
Detached garages and detached accessory structures.

1. Attached garages separated from the dwelling unit living space in accordance with Section R302.6.

2. Outdoors installations or on the exterior side of the exterior walls shall not be located less than 3 feet (914 mm) from doors and windows directly entering the dwelling unit and shall not be located below any emergency escape and rescue openings.

3. Enclosed utility closets, basements, storage or utility spaces within dwelling units with finished or noncombustible walls and ceilings. Walls and ceilings of unfinished wood-framed construction shall be provided with not less than 5/8-inch (15.9 mm) Type X gypsum wallboard.
4. ESS shall not be installed in sleeping rooms, or closets or spaces opening directly into sleeping rooms or in habitable spaces of dwelling units.

SECTION 20. Section 16.17.095 ADDED. Section 16.17.095 of Chapter 16.17 (Residential Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code is hereby ADDED to read as follows:

Section 16.17.095 Energy Storage Systems

2022 California Residential Code Section R328.7 Fire detection is amended to read as follows:

R328.7 Fire detection. Rooms and areas within dwelling units, basements and attached garages in which ESS are installed shall be protected by smoke alarms in accordance with Section R314. A heat detector, listed and interconnected to the smoke alarms, shall be installed in locations within dwelling units and attached garages where smoke alarms cannot be installed based on their listing.

ESS installed in Group R-3 and townhomes shall comply with the following:

1. Rooms and areas within dwellings units, sleeping units, basements and attached garages in which ESS are installed shall be protected by smoke alarms in accordance with Section R314.

2. A listed heat alarm interconnected to the smoke alarms shall be installed in locations within dwelling units, sleeping units and attached garages where smoke alarms cannot be installed based on their listing.

Exceptions:
1. A listed heat detector may be used in place of a heat alarm, so long as it is interconnected with devices that provide an audible alarm at all sleeping areas.
2. A fire sprinkler associated with an approved automatic sprinkler system that triggers an audible alarm upon activation of the waterflow switch, may be used in place of a heat alarm.

SECTION 21. Section 16.17.100 AMENDED. Section 16.17.100 of Chapter 16.17 (Residential Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code is hereby amended to read as follows:

Section 16.17.100. Lath, gypsum board and plaster as wall bracing materials.

2022 California Residential Code Table R602.10.3(3) (Bracing Requirements Based On Seismic Design Category) of CRC Chapter 6 (Wall Construction) is amended as follows:

TABLE R602.10.3(3) [i,j]

2022 California Residential Code Table R602.10.3(3) footnotes "i" and "j" are added to the end of the table to read:

i. Methods PBS, HPS, SFB and CS-SFB are not permitted in Seismic Design Categories D_0, D_1, and D_2.

j. Methods GB, DWB and PCP are not permitted in Seismic Design Categories D_0, D_1, and D_2 where S_1 is greater than or equal to 0.75.

SECTION 22. Section 16.17.110 AMENDED. Section 16.17.110 of Chapter 16.17 (Residential Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code is hereby amended to read as follows:

Section 16.17.110. Roof material rating.

2022 California Residential Code Section R902.1.2 is amended to read as follows:

R902.1.2 Roof Coverings in All Other Areas. [Renumbered, Text unchanged.]

SECTION 23. Section 16.17.120 AMENDED. Section 16.17.120 of Chapter 16.17 (Residential Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code is hereby amended to read as follows:

Section 16.17.120 Swimming pools, spas and hot tubs.

2016 California Residential Code Section R326.1 is amended to read as follows:

R326.1 General. The design and construction of pools and spas shall comply with the 2016 California Residential Code.

SECTION 24. Section 16.18.020 AMENDED. Section 16.18.020 of Chapter 16.18 (Existing Building Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code is hereby amended to read as follows:

Section 16.18.020. Adoption by reference.

The "2022 California Existing Building Code," along with appendices A1, A3 and A4 adopted by the State Building Standards Commission in California Code of Regulations (CCR) Title 24, Part 10 is hereby adopted by reference, with changes and modifications as hereinafter set forth, as the existing building code of the city of Sunnyvale.

SECTION 25. Section 16.18.030 AMENDED. Section 16.18.030 of Chapter 16.18 (Existing Building Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code is hereby amended to read as follows:

Section 16.18.030. Administration.

2022 California Existing Building Code Chapter 1 Division II is hereby amended as follows:

2022 California Existing Building Code 1 Division II is hereby replaced by the applicable provisions of Chapter 16.16.

SECTION 26. Section 16.18.040 AMENDED. Section 16.18.040 of Chapter 16.18 (Existing Building Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code is hereby amended to read as follows:

Section 16.18.040. Moved structures.

2022California Existing Building Code Section 409 is hereby amended to read:

409.1 Conformance. [Text unchanged.]

Exception: [Text unchanged.]

SECTION 27. Section 16.24.020 AMENDED. Section 16.24.020 of Chapter 16.24 (Plumbing Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code is hereby amended to read as follows:

Section 16.24.020. Adoption by reference.

The 2021 Uniform Plumbing Code in its entirety as published by the International Association of Plumbing and Mechanical Officials and amendments to sections of the 2021 Uniform Plumbing Code adopted by the State Building Standards Commission in California Code of Regulations (CCR) Title 24, Part 5 known as the 2022 California Plumbing Code, is hereby adopted by reference, with changes and modifications as hereinafter set forth, as the plumbing code of the city of Sunnyvale.

SECTION 28. Section 16.24.025 AMENDED. Section 16.24.025 of Chapter 16.24 (Plumbing Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code is hereby amended to read as follows:

Section 16.24.025. Administration.

2022 California Plumbing Code Chapter 1 Division II is hereby amended

as follows:

2022 California Plumbing Code Chapter 1 Division II is hereby replaced by the applicable provisions of Chapter 16.16.

SECTION 29. Section 16.24.030 AMENDED. Section 16.24.030 of Chapter 16.24 (Plumbing Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code is hereby amended to read as follows:

Section 16.24.030. Alternative water sources for nonpotable applications.

2022 California Plumbing Code Chapter 15 is amended to read as follows:

1504.4 Groundwater Level. Adequate groundwater separation shall be demonstrated to the satisfaction of the Enforcing Agency per the requirements below. Adequate demonstration of the requirements can be shown through documented seasonal high groundwater levels within the area or if there is no evidence of groundwater in a test hole of the required depth.

Clothes washer system or simple system: The deepest irrigation or disposal point of the proposed graywater system shall not extend within five (5) vertical feet (1,524 mm) of groundwater.

Complex system: The deepest irrigation or disposal point of the proposed graywater system shall not extend within ten (10) vertical feet (3,048 mm) of groundwater.

SECTION 30. Section 16.28.020 AMENDED. Section 16.28.020 of Chapter 16.28 (Mechanical Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code is hereby amended to read as follows:

Section 16.28.020. Adoption by reference.

The 2021 Uniform Mechanical Code in its entirety as published by the International Association of Plumbing and Mechanical Officials and amendments to sections of the 2021 Uniform Mechanical Code adopted by the State Building Standards Commission in California Code of Regulations (CCR) Title 24, Part 4 known as the 2022 California Plumbing Code, is hereby adopted by reference, with changes and modifications as hereinafter set forth, as the mechanical code of the city of Sunnyvale.

SECTION 31. Section 16.28.025 AMENDED. Section 16.28.025 of Chapter 16.28 (Mechanical Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code is hereby amended to read as follows:

Section 16.28.025. Administration.

2022 California Mechanical Code Chapter 1 Division II is hereby amended as follows:

2022 California Mechanical Code Chapter 1 Division II is hereby replaced by the applicable provisions of Chapter 16.16.

SECTION 32. Section 16.32.020 AMENDED. Section 16.32.020 of Chapter 16.32 (Electrical Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code is hereby amended to read as follows:

Section 16.32.020. Adoption by reference.

The 2022 National Electrical Code in its entirety as published by the National Fire Protection Association and amendments to sections of the 2022 National Electrical Code adopted by the State Building Standards Commission in California Code of Regulations (CCR) Title 24, Part 3 known as the 2022 California Electrical Code, is hereby adopted by reference, with changes and modifications as hereinafter set forth, as the electrical code of the city of Sunnyvale.

SECTION 33. Section 16.32.030 AMENDED. Section 16.32.030 of Chapter 16.32 (Electrical Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code is hereby amended to read as follows:

Section 16.32.030. Administration.

2022 California Electrical Code section 89.101 is hereby amended as follows:

2022 California Electrical section 89.101 is hereby replaced by the applicable provisions of Chapter 16.16.

SECTION 34. Section 16.34.020 AMENDED. Section 16.34.020 of Chapter 16.34 (Historical Building Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code is hereby amended to read as follows:

Section 16.34.020. Adoption by reference.

The "2022 California Historical Building Code" adopted by the State Building Standards Commission in California Code of Regulations (CCR) Title 24, Part 8 is hereby adopted by reference as the historical building code of the city of Sunnyvale.

SECTION 35. Section 16.42.020 AMENDED. Section 16.42.020 of Chapter 16.42 (Energy Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code is hereby amended to read as follows:

Section 16.42.020. Adoption by reference.

The "2022 California Energy Code" adopted by the State Building Standards Commission in California Code of Regulations (CCR) Title 24, Part 6 is hereby adopted by reference as the energy code of the city of Sunnyvale.

SECTION 36. Section 16.42.030 AMENDED. Section 16.42.030 of Chapter 16.42 (Energy Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code is hereby amended to read as follows:

Section 16.42.030. Scope.

(a) Any project that has submitted a complete application for a planning or building entitlement prior to January 1, 2021, is not required to comply with the All-Electric Building requirements.

(b) 2022 California Energy Code Section 100.0(e)2A (Newly constructed buildings – All newly constructed buildings) is hereby amended to read as follows:

100.0(e)2A. All newly constructed buildings. Sections 110.0 through 110.12 apply to all newly constructed buildings within the scope of Section 100.0(a). In addition, newly constructed buildings shall meet the requirements of Subsections B, C, D, ~~or~~ E, or F, as applicable; and shall be an All-Electric Building as defined in Section 100.1(b).

For the purposes of All-Electric Building requirements, "newly constructed buildings" shall include the buildings defined in Section 100.1 as well as newly constructed additions and improvements in existing buildings where more than 50 percent of the exterior walls are removed or 50 percent of the wall plate height is raised. The Chief Building Official shall make the final determination regarding the application of this section.

For the purposes of All-Electric Building requirements, "newly constructed buildings" shall not include newly constructed additions and tenant improvements in existing buildings except as defined above.

Exception 1: F, H, L Occupancies may utilize natural gas and shall provide installed prewiring for future use of electric appliances.

Exception 2: This exemption shall apply only for public agency owned and operated emergency centers. To take advantage of this exception applicant shall provide third party verification that All-Electric space heating requirement is not cost effective and feasible.

Exception 3: Non-residential kitchens may not utilize natural gas for cooking appliances unless the applicant establishes that there is not an all-electric option for the kitchen using commercially available technology. If the Building Official grants an exception, EnergySTAR rated natural gas appliances shall be used.

Exception 4: An All-Electric Building may receive power from equipment, located outside the building, that utilizes natural gas, propane, or other fuel to generate electricity. The Chief Building Official may grant an exception to allow natural gas or propane plumbing within an all-electric building to fuel such equipment if the applicant provides a third party verification that the standard electrical grid is not sufficiently reliable to meet the power needs for the intended use of the building.

Exception5: If the applicant establishes that there is not an all-electric prescriptive compliance pathway for the building under the Energy Code, and that the building is not able to achieve the performance compliance standard applicable to the building under the Energy Code using commercially available technology and an approved calculation method or if it is demonstrated that there is equivalent greenhouse gas reduction, then the Building Official may grant a modification. If

the Building Official grants a modification pursuant to this Exception, the applicant shall comply with the pre-wiring provision of Note 1 below.

Note 1: If natural gas appliances are used in any of the above exceptions 1-3, natural gas appliance locations must also be electrically pre-wired for future electric appliance installation. They shall include the following:

1. A dedicated circuit, phased appropriately, for each appliance, with a minimum amperage requirement for a comparable electric appliance (see manufacturer's recommendations) with an electrical receptacle or junction box that is connected to the electric panel with conductors of adequate capacity, extending to within 3 feet of the appliance and accessible with no obstructions. Appropriately sized conduit may be installed in lieu of conductors;

2. Both ends of the conductor or conduit shall be labeled with the words "For Future Electric appliance" and be electrically isolated;

3. A circuit breaker shall be installed in the electrical panel for the branch circuit and labeled for each circuit, an example is as follows (i.e "For Future Electric Range;") and

4. All electrical components, including conductors, receptacles, junction boxes, or blank covers, related to this section shall be installed in accordance with the California Electrical Code.

Note 2: If any of the exceptions 1-3 are granted, the Building Official shall have the authority to approve alternative materials, design and methods of construction or equipment per CBC 104.

(c) Newly constructed buildings shall not have gas related utility meters on the property.

(d) Construction, alteration, relocation, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure constructed under this Chapter shall comply with the most current requirements of this Chapter.

(e) Upon approval of the Chief Building Official, the City may allow fuel gas infrastructure (e.g. a gas meter) to be installed and attached to a commercial or industrial space that qualifies for the exception contained in this chapter. Such fuel gas infrastructure shall not be installed, activated, or otherwise used unless the exemption specified in this chapter has been confirmed as part of the issuance of a building permit. If the fuel gas infrastructure is no longer serving the exception as required in this chapter, it shall either be capped, otherwise terminated, or removed by the entity previously entitled to the exemption, in a manner pursuant to all applicable Codes.

SECTION 37. Section 16.42.040 AMENDED. Section 16.42.040 of Chapter 16.42 (Energy Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code is

hereby amended to read as follows:

Section 16.42.040. Definitions.
2022 California Energy Code Section 100.1(b) (Definitions) is hereby amended by adding the following definition:

> **ALL ELECTRIC BUILDING:** is a building that has no natural gas or propane plumbing installed within the building, and that uses electricity as the source of energy for its space heating (including fireplaces), water heating (including pools and spas), cooking appliances (including plumbed barbeques), and clothes drying appliances. All Electric Buildings may include solar thermal pool heating.

SECTION 38. Section 16.42.050 AMENDED. Section 16.42.050 of Chapter 16.42 (Energy Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code is hereby amended to read as follows:

Section 16.42.050. Space-conditioning equipment.
2022 California Energy Code Section 110.2 (Mandatory Requirements for Space-Conditioning Equipment), first paragraph, is hereby amended to read as follows:

> **110.2. Certification by Manufacturers.** Any space-conditioning equipment listed in this section may be installed only if the manufacturer has certified to the Commission that the equipment complies with all the applicable requirements of this section and section 100.0(e)2A.

SECTION 39. Section 16.42.060 AMENDED. Section 16.42.060 of Chapter 16.42 (Energy Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code is hereby amended to read as follows:

Section 16.42.060. Service water-heating systems and equipment.
2022 California Energy Code Section 110.3 (Mandatory Requirements for Service Water-Heating Systems and Equipment), subsection (a), first paragraph, is hereby amended to read as follows:

> **110.3(a). Certification by manufacturers.** Any service water-heating system or equipment may be installed only if the manufacturer has certified that the system or equipment complies with all of the requirements of this subsection and section 100.0(e)2A for that system or equipment.

SECTION 40. Section 16.42.070 AMENDED. Section 16.42.070 of Chapter 16.42 (Energy Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code is hereby amended to read as follows:

Section 16.42.070. Pool and spa systems and equipment.
2022 California Energy Code Section 110.4 (Mandatory Requirements for Pool and Spa Systems and Equipment), subsection (a), first paragraph, is hereby amended to read as follows:

110.4(a). Certification by manufacturers. Any pool or spa heating system or equipment may be installed only if the system or equipment meets the requirements of section 100.0(e)2A and the manufacturer has certified that the system or equipment has all of the following:

SECTION 41. Section 16.42.080 AMENDED. Section 16.42.080 of Chapter 16.42 (Energy Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code is hereby amended to read as follows:

Section 16.42.080. Natural gas pilot lights.
2022 California Energy Code Section 110.5 (Natural Gas Central Furnaces, Cooking Equipment, Pool and Spa Heaters, and Fireplaces: Pilot Lights Prohibited), first paragraph, is amended as follows:

110.5. Any natural gas system or equipment listed below may be installed only if it meets the requirements of Section 100.0(e) 2A and does not have a continuously burning pilot light:

SECTION 42. Section 16.42.090 AMENDED. Section 16.42.090 of Chapter 16.42 (Energy Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code is hereby amended to read as follows:

Section 16.42.090. Solar requirements.

(a) **Title.** 2022 California Energy Code Section 110.10 (Mandatory Requirements for Solar--Readiness), title, is hereby amended to read as follows:

SECTION 110.10 – MANDATORY REQUIREMENTS FOR SOLAR READY BUILDINGS AND SOLAR PANEL SYSTEM REQUIREMENTS

(b) **Hotel/Motel Occupancies and High-Rise Multifamily Buildings.** 2022 California Energy Code Section 110.10(a)3 (Covered Occupancies – Hotel/Motel Occupancies and High-rise Multifamily Buildings) is hereby amended to read as follows:

110.10(a)3. Hotel/Motel Occupancies and High-rise Multifamily Buildings. Hotel/motel occupancies and high-rise multifamily buildings with ten habitable stories or fewer, that do not have a photovoltaic system installed, shall comply with the requirements of Section 110.10(b) through 110.10(d) and Table 110.10-A.

(c) **Nonresidential Buildings.** 2022 California Energy Code Section 110.10(a)4 (Covered Occupancies – Nonresidential Buildings) is hereby amended to read as follows:

110.10(a)4. Nonresidential Buildings. Nonresidential buildings with three habitable stories or fewer, other than I-2 and I-2.1 buildings that do not have a photovoltaic system installed, shall comply with the requirements of Section 110.10(b) through 110.10(d) and Table 110.10-A.

(d) **Solar Panel Requirements for All New Nonresidential and High Rise Multifamily Buildings.** 2022 California Energy Code Section 110.10(a) (Covered Occupancies) is hereby amended by adding the following table:

Table 110.10-A: Solar panel requirements for all new nonresidential and high rise multifamily buildings	
Square footage of building	**Size of panel**
Less than 10,000 sq. ft.	Minimum of5-kilowatt PV systems
Greater than or equal to 10,000 sq. ft.	Minimum of10-kilowatt PV systems
EXCEPTION: As an alternative to a solar PV system, the building type may provide a solar hot water system (solar thermal) with a minimum collector area of 40 square feet, additional to any other solar thermal equipment otherwise required for compliance with Part 6.	

(e) **Minimum solar zone area - exceptions.** 2022 California Energy Code Section 110.10(b)1B (Minimum Solar Zone Area – Multifamily buildings, hotel/motel occupancies and nonresidential buildings), Exception 2, is hereby amended to read as follows:

> **EXCEPTION 2 to Section 110.10(b)1B:** High-rise multifamily buildings, hotel/motel occupancies with a permanently installed domestic solar water-heating system complying with Section 150.1(c)8Biii and an additional collector area of 40 square feet.

(f) **Minimum solar zone area – performance equivalency.** 2022 California Energy Code Section 110.10(b)1B (Minimum Solar Area –Multifamily Buildings, Hotel/Motel Occupancies and Nonresidential Buildings) is hereby amended by adding the following:

> **EXCEPTION 6 to Section 110.10(b)1B**: Performance equivalency approved by the building official.

(g) **Minimum Solar Zone Area – Shading.** 2022 California Energy Code Section 110.10(b)3 (Minimum Solar Zone Area – Shading) is hereby amended by adding the following:

> **110.10(b)3C.** The solar zone needs to account for shading from obstructions that may impact the area required in 110.10(b)1B. When determined by the Building Official that conditions exist where excessive shading occurs and solar zones cannot be met, a performance equivalency approved by the Building Official may be used as an alternative.

SECTION 43. Section 16.43.020 AMENDED. Section 16.43.020 of Chapter 16.43 (Green Building Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code is hereby amended to read as follows:

Section 16.43.020. Adoption by reference.

The "2022 California Green Building Standards Code" adopted by the State Building Standards Commission in California Code of Regulations (CCR) Title 24, Part 11 is hereby adopted by reference, with changes and modifications as hereinafter set forth, as the green building code of the city of Sunnyvale.

SECTION 44. Section 16.43.030 AMENDED. Section 16.43.030 of Chapter 16.43 (Green Building Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code is hereby amended to read as follows:

Section 16.43.030. Fireplaces and wood-burning appliances.

(a) 2022 California Green Building Code Section 4.503 is amended to read as follows:

Section 4.503.1. Fireplaces . Any installed wood stove or pellet stove shall comply with U.S. EPA New Source Performance Standards (NSPS) emission limits as applicable and shall have a permanent label indicating they are certified to meet the emission limit.

This section shall not apply to the repair, reconstruction or replacement of any lawful, existing wood-burning appliance.

(1) Coal;
(2) Garbage;
(3) Glossy or colored paper;
(4) Paint;
(5) Paint solvent;
(6) Particle board;
(7) Plastic or items made from plastic;
(8) Rubber or items made from rubber;
(9) Salt water driftwood;
(10) Treated wood; and
(11) Waste petroleum products.

(b) 2022 California Green Building Code Section 5.503.1 is amended to read as follows:

Section 5.503 Fireplaces . Install only a direct-vent sealed or pellet stove. Any installed pellet stove shall comply with U.S. EPA New Source Performance Standards (NSPS) emission limits as applicable, and shall have a permanent label indicating they are certified to meet the emission limits. Pellet stoves and fireplaces shall also comply with applicable local ordinances.

This section shall not apply to the repair, reconstruction or replacement of any lawful, existing wood-burning appliance.

It is unlawful to burn the following in any fireplace or wood-burning appliance:

(1) Coal;
(2) Garbage;
(3) Glossy or colored paper;
(4) Paint;
(5) Paint solvent;
(6) Particle board;
(7) Plastic or items made from plastic;
(8) Rubber or items made from rubber;
(9) Salt water driftwood;
(10) Treated wood; and
(11) Waste petroleum products.

SECTION 45. Section 16.43.045 ADDED. Section 16.43.045 of Chapter 16.43 (Green Building Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code is hereby added as follows:

Section 16.43.045. Scope. Any project that has submitted a complete application for a planning or building entitlement prior to January 1, 2021, is not required to comply with Sections 16.43.040 through 16.43.050.

SECTION 46. Section 16.43.040 AMENDED. Section 16.43.040 of Chapter 16.43 (Green Building Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code is hereby amended to read as follows:

Section 16.43.040. Definitions.
2022 California Green Building Code Section 201 (Definitions) is hereby amended by adding and amending the following definitions:

Electric Vehicle (EV) Capable Space: A parking space linked to a listed electrical panel with sufficient capacity to provide at least 110/120 volts and 20 amperes to the parking space. Raceways linking the electrical panel and parking space only need to be installed in spaces that will be inaccessible in the future, either trenched underground or where penetrations to walls, floors, or other partitions would otherwise be required for future installation of branch circuits. Raceways must be at least 1" in diameter and may be sized for multiple circuits as allowed by the California Electrical Code. The panel circuit directory shall identify the overcurrent protective device space(s) reserved for EV charging as "EV CAPABLE." Construction documents shall indicate future completion of raceway from the panel to the parking space, via the installed inaccessible raceways.

Level 1 Electric Vehicle (EV) Ready Space: A parking space served by a complete electric circuit with a minimum of 110/120 volt, 20-ampere capacity including electrical panel capacity, overprotection device, a minimum 1" diameter raceway that may include multiple circuits as allowed by the California Electrical Code, wiring, and either a) a receptacle labelled "Electric Vehicle Outlet" with at least a ½" font adjacent to the parking space, or b) electric vehicle supply equipment (EVSE).

Level 2 Electric Vehicle (EV) Ready Space: A parking space served by a complete electric circuit with 208/240 volt, 40-ampere capacity including electrical panel capacity, overprotection device, a minimum 1" diameter raceway that may include multiple circuits as allowed by the California Electrical Code, wiring, and either a) a receptacle labelled "Electric Vehicle Outlet" with at least a ½" font adjacent to the parking space, or b) electric vehicle supply equipment (EVSE) with a minimum output of 30 amperes.

Level 3 Electric Vehicle (EV) Ready Space: A parking space served by a complete electric circuit with at least a 208/240 volt, 40-ampere capacity including electrical panel capacity, overprotection device, a minimum 1" diameter raceway that may include multiple circuits as allowed by the California Electrical Code, wiring, and either a) a receptacle labelled "Electric Vehicle Outlet" with at least a ½" font adjacent to the parking space, or b) electric vehicle supply equipment (EVSE) with a minimum output of 30 amperes.

Electric Vehicle Charging Station (EVCS): A parking space that includes installation of electric vehicle supply equipment (EVSE) with a minimum capacity of 30 amperes connected to a circuit serving a Level 2 EV Ready Space. EVCS installation may be used to satisfy a Level 2 EV Ready Space requirement.

Level 3 Electric Vehicle Charging Station (EVCS): A parking space that includes installation of electric vehicle supply equipment (EVSE) with a minimum capacity of 40 amperes connected to a circuit serving a Level 3 EV Ready Space. EVCS installation may be used to satisfy a Level 3 EV Ready Space requirement. As applied to this code, a Level 3 shall be SAE J1772 (IEC Type 1) or alternative approved by the chief building official.

Automatic Load Management Systems (ALMS): (ALMS) A control system which allows multiple EV chargers or EV-Ready electric vehicle outlets to share a circuit or panel and automatically reduce power at each charger, providing the opportunity to reduce electrical infrastructure costs and/or provide demand response capability. ALMS systems must be designed to deliver at least 3.3kW to each EV Capable, EV Ready or EVCS space served by the ALMS. The connected amperage on-site shall not be lower than the required connected amperage per the 2022~~2019~~ California Green Building Code for the relevant building types.

SECTION 47. Section 16.43.050 AMENDED. Section 16.43.050 of Chapter 16.43 (Green Building Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code is hereby amended to read as follows:

Section 16.43.050 Residential mandatory measures—Electric vehicle (EV) charging.

(a) 2022 California Green Building Code Section 4.106.4 (Electric vehicle (EV) charging for new construction) is hereby amended to read as follows:

4.106.4. Electric vehicle (EV) charging for new construction. New construction shall comply with Sections 4.106.4.1 or 4.106.4.2 to facilitate future installation and use of EV

chargers. Electric vehicle supply equipment (EVSE) shall be installed in accordance with the California Electrical Code, Article 625.

Exceptions:

1. Where there is no local utility power supply.

2. Accessory Dwelling Units (ADU) and Junior Accessory Dwelling Units (JADU) without additional parking facilities, unless the electrical panel is upgraded, or a new panel is installed in which case only the electrical capacity requirements apply.

3. Spaces accessible only by automated mechanical car parking systems are excepted from providing EV charging infrastructure.

(b) 2022 California Green Building Code Section 4.106.4.1 (New one- and two-family dwellings and townhouse units with attached private garages) is hereby amended to read as follows:

4.106.4.1. New one- and two-family dwellings and townhouse units with attached private garages.

1. In private garages with two or more parking spaces, install a Level 2 EV Ready Space and Level 1 EV Ready Space.

2. In private garages with only one parking space, install a Level 2 EV Ready Space.

3. In each carport space assigned to a dwelling unit, install a Level 2 EV Ready Space.

4. For parking spaces not assigned to a dwelling unit:

    a. 30% of the unassigned parking space(s) shall be provided with at least one Level 2 EV Ready Space. Calculations for the required minimum number of Level 2 EV Ready spaces shall be rounded up to the nearest whole number.

    b. In addition, each remaining unassigned parking space(s) shall be provided with at least a Level 1 EV Ready Space.

(c) 2022 California Green Building Code Section 4.106.4.1.1 (Identification) is hereby amended to read as follows:

4.106.4.1.1. Identification. The raceway termination location shall be permanently and visibly marked as “Level 2 EV-Ready”.

(d) 2022 California Green Building Code Section 4.106.4.2 (New multifamily dwellings, hotels and motels and new residential parking facilities) is hereby amended to read as follows:

4.106.4.2. New multifamily dwellings. The following requirements apply to all new multifamily dwellings:

1. 30% of the dwelling units with parking space(s) shall be provided with at least one Level 2 EV Ready Space. Calculations for the required minimum number of Level 2 EV Ready spaces shall be rounded up to the nearest whole number.

2. In addition, each remaining dwelling unit with parking space(s) shall be provided with at least a Level 1 EV Ready Space.

Notes:

1. ALMS may be installed to decrease electrical service and transformer costs associated with EV Charging Equipment subject to review of the authority having jurisdiction.

2. Installation of Level 2 EV Ready Spaces above the minimum number required level may offset the minimum number Level 1 EV Ready Spaces required on a 1:1 basis.

3. The requirements apply to multifamily buildings with parking spaces including: a) assigned or leased to individual dwelling units, and b) unassigned residential parking.

4. If a building permit applicant provides documentation detailing that the increased cost of utility service or on-site transformer capacity would exceed an average of $4,500 for each parking spaces with Level 2 EV Ready Spaces and Level 1 EV Ready Spaces, the applicant shall provide EV infrastructure up to a level that would not exceed this cost for utility service or on-site transformer capacity.

5. All accessible parking spaces for covered newly constructed multifamily dwellings shall provide Level 1 EV Ready Space or Level 2 EV Ready Spaces.

(e) The following sections of the 2022 California Green Building Code Section are deleted in their entirety: 4.106.4.2.1 (Multifamily development projects with less than 20 dwelling units; and hotels and motels with less than 20 sleeping units or guest rooms), 4.106.4.2.2 (Multifamily development projects with 20 or more dwelling units, hotels and motels with 20 or more sleeping units or guest rooms), 4.106.4.2.3 (EV Space Requirements), 4.106.4.2.4 (Multiple EV spaces required), 4.106.4.2.4 (Identification), and 4.106.4.2.5 (Electric Vehicle Ready Space Signage).

(f) 2022 California Green Building Code Section 4.106.4.3 (Electric vehicle charging for additions and alterations of parking facilities serving existing multifamily buildings) is hereby amended to read as follows:

4.106.4.3 New Hotels and Motels: In residential new construction buildings designated primarily for hotel and motel use with parking:

1. 20% of parking spaces shall be provided with at least one Level 2 Ready Space. Calculations for the required minimum number of Level 2 Ready Space shall be rounded up to the nearest whole number.

2. An additional 50% shall be provided with at least EV Capable.

Calculations for the required minimum number of spaces equipped with Level 2 Ready Space and EV Capable spaces shall all be rounded up to the nearest whole number.

Construction plans and specifications shall demonstrate that all raceways shall be a minimum of 1" and sufficient for installation of Level 2 Ready Space and all required EV Capable spaces; Electrical calculations shall substantiate the design of the electrical system to include the rating of equipment and any on-site distribution transformers, and have sufficient capacity to simultaneously charge EVs at all required EV spaces including EV Capable spaces; and service panel or subpanel(s) shall have sufficient capacity to accommodate the required number of dedicated branch circuit(s) for the future installation of the EVSE.

Notes:

1. ALMS may be installed to increase the number of EV chargers or the amperage or voltage beyond the minimum requirements in this code. The option does not allow for installing less electrical panel capacity than would be required without ALMS.

(g) 2022 California Green Building Code Section 4.106.4.2.2.1 (Electric vehicle charging Stations (EVCS)) is hereby amended to read as follows:

4.106.4.2.2.1 Electric vehicle charging stations (EVCS).

Electric vehicle charging stations required by Section 4.106.4.2 shall comply with Section 4.106.4.2.2.1.

Exception: Electric vehicle charging stations serving public accommodations, public housing, motels and hotels shall not be required to comply with this section. See *California Building Code* Chapter 11B, for applicable requirements.

(h) Section 4.106.4.3 (Electric vehicle charging for additions and alterations of parking facilities serving existing multifamily buildings) of the 2022 California Green Building Code section shall be amended to Section 4.106.4.4 (Electric vehicle charging for additions and alterations of parking facilities serving existing multifamily buildings).

SECTION 48. Section 16.43.060 AMENDED. Section 16.43.060 of Chapter 16.43 (Green

Building Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code is hereby amended to read as follows:

Section 16.43.060. Nonresidential mandatory measures—Electric vehicle (EV) charging.

(a) 2022 California Green Building Code Section 5.106.5.3 (Electric vehicle (EV) charging) is hereby amended to read as follows:

5.106.5.3. Electric vehicle (EV) charging. New construction to provide electric vehicle infrastructure and facilitate electric vehicle charging shall comply with Section 5.106.5.3.1.

Exceptions:

1. Where there is no local utility power supply.

2. Spaces accessible only by automated mechanical car parking systems are excepted from providing EV charging infrastructure.

(b) 2022 California Green Building Code Section 5.106.5.3.1 (EV capable spaces) is hereby amended to read as follows:

5.106.5.3.1. Office buildings: In nonresidential new construction buildings designated primarily for office use with parking:

1. 35% of parking spaces shall be provided with at least one Level 2 EVCS. Calculations for the required minimum number of Level 2 EVCS shall be rounded up to the nearest whole number.

2. An additional 35% shall be provided with at least EV Capable.

Calculations for the required minimum number of spaces equipped with Level 2 EVCS and EV Capable spaces shall all be rounded up to the nearest whole number.

Construction plans and specifications shall demonstrate that all raceways shall be a minimum of 1” and sufficient for installation of EVCS at all required EV Capable spaces; Electrical calculations shall substantiate the design of the electrical system to include the rating of equipment and any on-site distribution transformers, and have sufficient capacity to simultaneously charge EVs at all required EV spaces including EV Capable spaces; and service panel or subpanel(s) shall have sufficient capacity to accommodate the required number of dedicated branch circuit(s) for the future installation of the EVSE.

Notes:

1. ALMS may be installed to increase the number of EV chargers or the amperage or voltage beyond the minimum requirements in this code. The

option does not allow for installing less electrical panel capacity than would be required without ALMS.

(c) 2022 California Green Building Code Section 5.106.5.3.2 (Electric vehicle charging stations (EVCS)) is hereby amended to read as follows:

5.106.5.3.2. Other nonresidential buildings. In nonresidential new construction buildings that are not designated primarily for office use, such as retail or institutional uses:

1. 35% of the available parking spaces on site shall be equipped with Level 2 EVCS;

2. An additional 35% shall be at least EV Capable.

3. A Level 3 EVCS (Direct Current Fast Charger) shall be provided for every one hundred (100) spaces on site or fraction thereof.

Calculations for the required minimum number of spaces equipped with Level 2 and Level 3 EVCS and EV Capable shall be rounded up to the nearest whole number.

Exception: Installation of each Direct Current Fast Charger with the capacity to provide at least 80 kW output may substitute for 6 Level 2 EVCS spaces after a minimum of 6 Level 2 EVCS are installed.

Construction plans and specifications shall demonstrate that all raceways shall be a minimum of 1" and sufficient for installation of EVCS at all required EV Capable spaces; electrical calculations shall substantiate the design of the electrical system to include the rating of equipment and any on-site distribution transformers, and have sufficient capacity to simultaneously charge EVs at all required EV spaces including EV Capable spaces; and service panel or subpanel(s) shall have sufficient capacity to accommodate the required number of dedicated branch circuit(s) for the future installation of the EVCS.

Notes:

1. ALMS may be installed to increase the number of EV chargers or the amperage or voltage beyond the minimum requirements in this code. The option does not allow for installing less electrical panel capacity than would be required without ALMS.

(d) 2022 California Green Building Code Section 5.106.5.3.3 (Use of automatic load management systems (ALMS)) is hereby amended to read as follows:

5.106.5.3.3. Clean Air Vehicle Parking Designation. [Text Unchanged.]

(e) 2022 California Green Building Code Section 5.106.5.3.4 deleted in its entirety.

SECTION 49. Section 16.50.020 AMENDED. Section 16.50.020 of Chapter 16.50 (Property Maintenance Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code is hereby amended to read as follows:

Section 16.50.020. Adoption by reference.

The "2021 International Property Maintenance Code" is hereby adopted by reference as the property maintenance code of the city of Sunnyvale. All references to jurisdictional requirements are found in the Sunnyvale Municipal Code or other appropriate schedules.

SECTION 50. STATUTORY REFERENCES, INCLUSIONS OF AMENDMENTS AND ADDITIONS. Whenever reference is made to any portion of this ordinance, or of any other chapter or section of the Sunnyvale Municipal Code, or of any other ordinance of the city of Sunnyvale, or of any law of the State of California, the reference applies to all amendments and additions now or thereafter made.

SECTION 51. INTERPRETATIONS. In interpreting and applying the provisions of this ordinance, the requirements contained herein are declared to be minimum requirements for the purposes set forth. The provisions of this ordinance, insofar as they are substantially the same as existing statutory provisions relating to the same subject matter, shall be construed as restatements and continuations and not as new enactments. This ordinance shall not nullify the more restrictive provisions of covenants, agreements or other ordinances or laws, but shall prevail as to such provisions which are less restrictive.

SECTION 52. FINDINGS. To the extent the changes and modifications set forth in this ordinance to the 2022California Building Standards Codes are deemed more restrictive than the standards contained in the 2022 California Building Standards Codes, thus requiring findings describing local conditions that justify such modifications, the Council finds and determines that the changes are reasonably necessary because of local climatic, geologic, or topographic conditions and adopts the findings for local amendments to the California Building Code, 2022 Edition, attached as Exhibit "A" and incorporated herein by reference.

SECTION 53. CEQA - EXEMPTION. The City Council finds, pursuant to Title 14 of the California Code of Regulations, Section 15308 (Class 8) Actions by Regulatory Agencies for Protection of the Environment and Section 15305 (Class 5) Minor alterations in Land Use Limitations and Section 15061 of the CEQA Guidelines, that this ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) because it can be seen with certainty that there is no possibility that the changes adopted will have a significant effect on the environment.

SECTION 54. CONSTITUTIONALITY; SEVERABILITY. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such decision or decisions shall not affect the validity of the remaining portions of this ordinance. The City Council

hereby declares that it would have passed this ordinance, and each section, subsection, sentence, clause and phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid.

SECTION 55. EFFECTIVE DATE. This ordinance shall be in full force and effect January 1, 2023.

SECTION 56. POSTING AND PUBLICATION. The City Clerk is directed to cause copies of this ordinance to be posted in three (3) prominent places in the City of Sunnyvale and to cause publication once in The Sun, the official publication of legal notices of the City of Sunnyvale, of a notice setting forth the date of adoption, the title of this ordinance, and a list of places where copies of this ordinance are posted, within fifteen (15) days after adoption of this ordinance.

Introduced at a regular meeting of the City Council held on October 25, 2022, and adopted as an ordinance of the City of Sunnyvale at a regular meeting of the City Council held on November 1, 2022, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:
RECUSAL:

ATTEST:

DAVID CARNAHAN
City Clerk
Date of Attestation: _____

APPROVED:

LARRY KLEIN
Mayor

(SEAL)

APPROVED AS TO FORM:

JOHN A. NAGEL
City Attorney

EXHIBIT A

FINDINGS

Section 17958 of the California Health and Safety Code provides that the City may make changes to the provisions of the California Building Standards Code. Sections 17958.5 and 17958.7 of the Health and Safety Code require that for each proposed local change to those provisions of the California Building Standards Code which regulate buildings used for human habitation, the City Council must make findings supporting its determination that each such local change is reasonably necessary because of local climatic, geological, or topographical conditions. The City need not show that local conditions deviate from prevailing statewide conditions, only that the changes are "reasonably necessary because of local climatic, geological, or topographical conditions." (Cal. Health & Safety Code § 17958.5; *ABS Inst. v. City of Lancaster* (1994) 24 Cal. App. 4th 285, 294.

Local building regulations having the effect of amending the uniform codes, which were adopted by the City prior to November 23, 1970, were unaffected by the regulations of Sections 17958, 17958.5 and 17958.7 of the Health and Safety Code. Therefore, amendments to the uniform codes which were adopted by the City Council prior to November 23, 1970, and have been carried through from year to year without significant change, need no required findings. Also, amendments to provisions not regulating buildings used for human habitation do not require findings.

General Findings

1. Climatic

a. Precipitation. Precipitation in Sunnyvale ranges from 4.83 to 30.30 inches per year with an average of approximately 13.86 inches per year. Approximately 90% falls during the months of November through April and 10% from May through October. This area experienced a major drought in 1977-78 and a moderate drought the next five years. It recently ended a seven-year drought and it is currently experiencing the driest three year period on record. The local climate is characterized by markedly delineated rainy and dry seasons, which tend to maximize the expansive characteristics of soil. Drought conditions tend to create more frequent and larger fire incidents

b. Relative Humidity. Humidity generally ranges from 60% during daytime to 80% at night. It drops to 20% during the summer months and occasionally drops lower.

c. Temperatures. Temperatures have been recorded as high as 108° F. Average summer highs are in the 78°-82° F. range.

d. Winds. Prevailing winds are from the Northwest or Southeast. However, winds are experienced from virtually every direction at one time or another. Velocities are generally in the 5-mph to 15-mph range, gusting to 7.4 mph to 30 mph, particularly during the summer months. Extreme winds, up to 60 mph, have been known to occur.

e. Summary and Analysis. These local climatic conditions affect the acceleration, intensity and size of fire in the community. Times of little or no rainfall, of low humidity and high temperatures create extremely hazardous conditions, particularly as they relate to wood shake and shingle roof fires and conflagrations. The winds experienced in this area can have a tremendous impact upon structure fires of buildings in close proximity to one another commonly found in Sunnyvale.

During wood shake and shingle roof fires, or exposure fires, winds can carry sparks and burning brands to other structures, thus spreading the fire and causing conflagrations. In building fires, winds can literally force fires back into the building and can create a blowtorch effect, in addition to preventing "natural" ventilation and cross-ventilation efforts. In developed areas of the City, fires can occur in buildings, rubbish, vehicles, and vegetation on vacant lots.

2. Geological, Geographic and Topographic

a. Geographic Location. Sunnyvale is located in the Santa Clara Valley. It has taken its place as the second largest city in the “heart of the Silicon Valley," the center for an expanding and changing technology industry.

b. Seismic Location. Sunnyvale is situated on alluvial soils between San Francisco Bay and the San Andreas Fault zone. The City's location makes it particularly vulnerable to damage to taller and older structures caused by seismic events. The relatively young geological processes that have created the San Francisco Bay Area are still active today. Seismically, the City sits between two active earthquake faults (San Andreas and the Hayward/Calaveras) and numerous potentially active faults.

c. Seismic and Fire Hazards. In the event of a seismic occurrence, many areas of the city can expect damage or collapse of buildings due to Sunnyvale’s proximity to active earthquake faults. Secondary impacts could include ruptured gas lines, collapsed power lines, and breaks in the water distribution system. Gypsum wallboard and exterior portland cement plaster have performed poorly during recent California seismic events. The shear values for gypsum wallboard and portland cement stucco contained in the code are based on mono-directional testing. It is appropriate to limit the use of these products until cyclic loading testing are performed and evaluated. Fire following an earthquake has the potential of causing greater loss of life and damage than the earthquake itself.

Hazardous materials, particularly toxic gases, could pose the greatest threat to the largest number, should a significant seismic event occur. Public safety resources would have to be prioritized to mitigate the greatest threat, and may likely be unavailable for smaller single dwelling or structure fires.

<u>Other variables may tend to intensify the situation</u>:

1. The extent of damage to the water system;
2. The extent of isolation due to bridge and/or freeway overpass collapse;
3. The extent of roadway damage and/or amount of debris blocking the roadways;
4. Climatic conditions (hot, dry weather with high winds);

5. Time of day will influence the amount of traffic on roadways and could intensify the risk to life during normal business hours;
6. The availability of timely mutual aid or military assistance;
7. The large portion of dwellings with wood shingle roof coverings could result in conflagrations.

d. Size and Population. The City has an area over 24 square miles in size and a population estimated to be 156,234.

e. Development. Sunnyvale is a community which is projected to add 15,500 new residential units within the next twenty years, primarily in multi-family configurations, for which building security is a matter of acute importance.

f. Public Safety Department. Sunnyvale utilizes a public safety (joint police/fire) department with personnel who function as both fire suppression and police officers, resulting in fewer personnel than otherwise would be required for a city of its size. A premium is therefore placed on built-in physical techniques and devices as crime preventative measures. It is therefore also imperative that fire detection and suppression occur as quickly as possible to minimize loss of property and life. Added protection of fire sprinkler systems and other fire protection measures will supplement normal public safety response by providing immediate protection for the building occupants and by containing and controlling the fire spread to the area of origin. For these reasons the most stringent provisions are required concerning fire detection, alarm and suppression systems.

g. Roads and Streets. Sunnyvale is characterized by large buildings and building complexes and is bounded by several major freeways and expressways, which intersect railroad tracks and additional expressways and major arterial streets. These surface features have a major adverse effect upon the road and street layout in the community, including major traffic routes. In addition, the number of vehicle miles driven in the City is steadily increasing and considerable efforts in traffic and roadway improvements are being made to ease the crush of commuters to and through the City to their homes and places of work. Because of the City's high concentration of jobs, much of the peak traffic is made by nonresidents traveling to or from Sunnyvale. Existing surface feature conditions limit the number and cause indirect routing of major arterial streets for normal traffic as well as emergency vehicle response. The impact of planned developments and traffic flow will continue to have an effect on the Department of Public Safety and delivery of fire services.

During the peak AM and PM traffic periods, the City experiences extremely heavy traffic congestion at key intersections and near freeway on-ramps and off-ramps. As noted above, the limited number and the indirect routing of some roads and streets in the community can create heavy, slow traffic conditions and excessively long travel routes from point to point within the community. Thus, in the event of an emergency at a key intersection, overpass, underpass, bridge or other circulation corridor, sections of the City may become temporarily isolated and response times for emergency crews increased beyond ideal times.

Intersections are rated on a level of service (LOS) scale (“A” for excellent operational conditions to “F” for poor conditions. Many of the City’s major intersections are currently rated, or with new development, anticipated to be rated LOS D or less for both AM and PM peak hours. These

conditions create barriers to effective emergency response times, which in turn increase the risk of injury or spread of fire.

h. Industry. Sunnyvale is the site of many manufacturing and research industries which use toxic, flammable and explosive chemicals and materials in potentially hazardous combinations. Special precautions thus are required to minimize the risk of damage to adjoining persons and properties.

i. Mixed Industrial/Residential Uses. High-density residential uses are located near high-risk industries, necessitating special precautions.

j. Transportation. Sunnyvale is divided by an interstate highway, which potentially could affect response times of fire suppression equipment.

k. Soil Conditions and Topography. Sunnyvale lies at the southern end of San Francisco Bay and is built atop the alluvial deposits that surround the margins of the Bay. The alluvium was created by the flooding of the many streams emptying into the San Francisco Bay depression, and from intermittent seawater inundation that has occurred over the last 2 or 3 million years. The areas closest to the Bay are overlain by unconsolidated fine silty clay, known as "Bay Mud" which varies in thickness from a few feet to as much as 30 feet. Generally, the older, more stable alluvium is to the south and the younger, less stable material is to the north. Bedrock lies beneath the area at depths generally 300' or more. The topography is essentially flat, dropping from an elevation of 300 feet to sea level. The slope across the City is in a northeasterly direction from the high point in the southwest corner to the Bay. The average slope is approximately 0.9%.

The Silicon Valley is within a very active seismic area and local soil conditions can be highly expansive (clay soils). The Northridge earthquake provided hundreds of examples of damage to plain concrete footings. This type of damage is extremely expensive to repair, in contrast to the small expense of providing nominal footing reinforcement. Footing reinforcement is also necessary to prevent damage due to pumping action caused by local expansive soils, which shrink and swell during seasonal drying and wetting conditions.

Most of the surface soils in the Silicon Valley are relatively young and unconsolidated sedimentary materials formed from a wide variety of parent materials. The varying chemical composition, degree of weathering, and the relatively acid environment have created soils of varying types, which are particularly corrosive in nature. Much of the surface soil in the Silicon Valley is highly expansive (i.e., shrink-swell behavior) and has low bearing strength.

l. Water/Sewer. Some parts of the Silicon Valley have hard water, which is corrosive to ferrous pipe. The groundwater table is unusually high in many places. Expansive soils create unstable conditions, which increase the potential of breaks in sewer laterals. To maintain health and sanitary services, it is necessary to gain access, to periodically maintain public sanitary laterals.

Wastewater draining from indoor sources in Sunnyvale flows through sewer pipes that direct the wastewater to the Water Pollution Control Plant for treatment before being discharged to the San Francisco Bay. If left untreated before discharge, residential, commercial and industrial wastewater would upset the delicate ecosystem of southern San Francisco Bay. The City of Sunnyvale is one of 74 co-permittees listed under a regional municipal stormwater permit for the San Francisco Bay. On November 19, 2015, order No. R2-2009-0074 was adopted by the Regional

Water Quality Control Board (RWQCB) for Region 2. This permit regulates discharges from municipal separate storm drain systems into waterways under each co-permittee's jurisdiction. The City of Sunnyvale has developed an Urban Runoff Management Plan (URMP) to reduce, control, or otherwise address pollutant sources in discharges to the storm drain system. Departments within the City of Sunnyvale have adopted Best Management Practices (BMPs) and Standard Operating Procedures (SOPs) to reduce the presence of pollutants in stormwater discharges to the maximum extent practicable.

The Sunnyvale URMP focuses on prevention of illicit connection/illegal dumping, quality of industrial and commercial discharges, and minimizing impacts from new development and construction activities. The City implements BMPs for maintaining street and roads, storm drains, and water utilities, and preventing stormwater pollution.

m. Buildings, Landscaping and Clearances. Many of the newer large buildings and building complexes are of designs which greatly limit visibility and approach to and accessibility by Public Safety resources. Many houses and other buildings with wood roofs and/or sidings are so close together that fire may readily spread from one to another by both radiation and convection.

n. Business & Industry Centers. The current clusters of high-tech, bio-tech, manufacturing and similar companies create additional demands on water, sewer, and electrical facilities. These businesses offer opportunities and access to innovative products, services and technology, and may also be more likely to utilize such products, services, and technology. For example, the more businesses, the greater the demands on water, sewer and power facilities during peak mid- day periods, which could lead to shortages or service disruptions, or use of services and technology impacting health and safety. Similarly, the availability of high-tech and similar businesses creates unique access to innovative products and technology to reduce energy and water use to mitigate business demands.

o. Population. Sunnyvale has a current and rapidly growing population (both resident and daytime work) that impacts fire and police service. With more people, there is more traffic congestion during a greater part of the day, which not only slows emergency vehicle response but may also restrict access to fire and crime scenes. Similarly, more emergency incidents requiring a public safety response occur with a larger population, created a greater likelihood of simultaneous emergency incidents requiring a public safety response. This results in longer response times and fewer fire companies or police units to respond to emergencies within the community.

p. Summary and Analysis. The stated local geological, geographic and topographical conditions increase the magnitude, exposure, accessibility problems and fire hazards presented to the Department of Public Safety and have a negative impact upon the response capability of public safety resources. Lying beneath Sunnyvale are thick layers of sand, gravel and clay, known as alluvium, which amplify the effects of earthquakes. Based on the combination of these conditions, local experience from the damage caused in Santa Clara Valley by the 1906 earthquake and the poor performance of alluvial deposits during earthquakes, this area could be subject to severe structural damage or failure, multiple major fires and additional fire dangers, and place a great strain on police, fire and rescue resources. A seismic event could also trigger

widespread damage to hazardous material storage vessels and cause substantial hazardous material releases into the environment.

The possibility of fire ignition increases as earthquake shaking increases. Fire due to broken gas lines or short circuits of electrical systems is a major established hazard associated with earthquakes. Most buildings in Sunnyvale are partially or entirely combustible which increases the City's vulnerability to fire. As discussed above, traffic conditions may slow or impede emergency response in any given fire or hazardous materials event, particularly in the event of a seismic event or other natural disaster. Thus, with the potential inability of emergency services to guarantee rapid response, it is necessary to mitigate this problem by requiring additional protections such as built-in fire protection systems, which will provide for early detection and additional fire control.

Conclusion and Findings.

Local climatic, geologic, and topographic conditions impact crime prevention efforts and the frequency, spread, acceleration, intensity and size of fires involving buildings, strength of building structural systems to resist local hazards and ability to deliver uninterrupted services in the community. The potential for significant damage arising from these conditions makes it reasonably necessary to modify the uniform codes to mitigate the effects of the above conditions.

Therefore, the City Council finds that (with the exception of changes justified on administrative grounds), the local amendments of the 2022 California Building Codes are justified by all of the aforementioned general findings.

City of Sunnyvale

Agenda Item

22-1059 **Agenda Date:** 11/1/2022

SUBJECT

Approve Sunnyvale Financing Authority Meeting Minutes of October 25, 2022

RECOMMENDATION

Approve the Sunnyvale Financing Authority Meeting Minutes of October 25, 2022 as submitted.

City of Sunnyvale

Meeting Minutes - Draft
City Council

Tuesday, October 25, 2022 | **6:00 PM** | **Telepresence Meeting: City Web Stream | Comcast Channel 15 | AT&T Channel 99**

Special Meeting: Study Session - 6 PM | Regular Meeting - 7 PM | Joint Meeting with the Sunnyvale Financing Authority - 7 PM (or soon thereafter)

Meeting online link: https://sunnyvale-ca-gov.zoom.us/j/96111580540

7 P.M. (OR SOON THEREAFTER) JOINT MEETING OF THE CITY COUNCIL AND SUNNYVALE FINANCING AUTHORITY

Call to Order

Pursuant to Government Code Subdivision 54953(e), the meeting was conducted telephonically; pursuant to state law, the City Council made the necessary findings by adopting Resolution No. 1089-21, reaffirmed on September 27, 2022 and the Financing Authority made the necessary findings by adopting Resolution No. 1105-22FA, reaffirmed on September 27, 2022.

Authority Chair / Mayor Klein called the joint City Council and Sunnyvale Financing Authority meeting to order at 9:11 p.m. via teleconference.

Roll Call

Present: 7 - Authority Chair / Mayor Larry Klein
Authority Vice Chair / Vice Mayor Alysa Cisneros
Authority Member / Councilmember Gustav Larsson
Authority Member / Councilmember Glenn Hendricks
Authority Member / Councilmember Russ Melton
Authority Member / Councilmember Omar Din
Authority Member / Councilmember Anthony (Tony) Spitaleri

Authority Chair / Mayor Klein, Authority Vice Chair / Vice Mayor Cisneros and all Authority Members / Councilmembers attended via teleconference.

Oral Communications

None.

Consent Calendar

Public Hearing opened at 9:14 p.m.
None.
Public Hearing closed at 9:14 p.m.

MOTION: Authority Vice Chair Cisneros moved and Authority Member Melton seconded the motion to approve item 6.A.

The motion carried with the following vote:

Yes: 7 - Authority Chair Klein
Authority Vice Chair Cisneros
Authority Member Larsson
Authority Member Hendricks
Authority Member Melton
Authority Member Din
Authority Member Spitaleri

No: 0

6.A 22-0986 Approve Sunnyvale Financing Authority Meeting Minutes of September 27, 2022

Approve the Sunnyvale Financing Authority Meeting Minutes of September 27, 2022 as submitted.

PUBLIC HEARINGS/GENERAL BUSINESS

7 22-0985 Direction Regarding Returning to In-Person City Council, Board, Commission and Sunnyvale Financing Authority Meetings; Reconsider and Affirm Resolution Nos. 1089-21 and 1105-22FA; and Make Findings Pursuant to Government Code Section 54953(e) (AB 361) to Continue Virtual Public Meetings for the City Council and Boards, Commissions, Council Subcommittees and the Sunnyvale Financing Authority During the COVID-19 State of Emergency

City Clerk David Carnahan provided the staff report and presentation.

Public Hearing opened at 10:12 p.m.

Steve Scandalis communicated support for transitioning public meetings back to

in-person while maintaining the virtual public participation option. He offered suggestions to update the Code of Ethics and Conduct for Elected and Appointed Officials to address remote participation by officials.

Public Hearing closed at 10:15 p.m.

City Council:

MOTION: Councilmember Hendricks moved and Councilmember Din seconded the motion to approve Alternative: 1. Affirm Resolution No. 1089-21; and make findings pursuant to Government Code Section 54953(e) (AB 361) to continue virtual public meetings for the City Council and Boards, Commissions and Council Subcommittees during the COVID-19 State of Emergency:

1. The City Council hereby finds that the state of emergency conditions related to COVID-19, as set forth in Resolution No. 1147-22 adopted on September 27, 2022 and incorporated herein by reference, are on-going;

2. The City Council finds that there is a need to continue teleconferencing for public meetings without posting the teleconferencing locations on the agenda and without requiring the teleconference locations to be accessible to the public during the current Governor-proclaimed COVID-19 state of emergency; and

3. The City Council finds that the state of emergency continues to directly impact the ability of members of the City Council, Council Standing Committees, and City Boards and Commissions to meet safely in person.

The motion carried with the following vote:

Yes: 7 - Mayor Klein
Vice Mayor Cisneros
Councilmember Larsson
Councilmember Hendricks
Councilmember Melton
Councilmember Din
Councilmember Spitaleri

No: 0

Sunnyvale Financing Authority:

MOTION: Authority Member Hendricks moved and Authority Member Din seconded the motion to approve Alternative 4: Affirm Resolution No. 1105-22FA; and make findings pursuant to Government Code Section 54953(e) (AB 361) to continue

virtual public meetings for the Financing Authority during the COVID-19 State of Emergency:

1. The Financing Authority Board has found and determined that the state of emergency conditions related to COVID-19, as set forth in City of Sunnyvale Resolution No. 1147-22 adopted on September 27, 2022, and incorporated herein by reference, are on-going;

2. The Financing Authority Board finds that there is a need to continue teleconferencing for public meetings without posting the teleconferencing locations on the agenda and without requiring the teleconference locations to be accessible to the public during the current Governor-proclaimed COVID-19 state of emergency; and

3. The Financing Authority Board finds that the state of emergency continues to directly impact the ability of members of the Financing Authority to meet safely in person.

The motion carried with the following vote:

Yes: 7 - Authority Chair Klein
Authority Vice Chair Cisneros
Authority Member Larsson
Authority Member Hendricks
Authority Member Melton
Authority Member Din
Authority Member Spitaleri

No: 0

ADJOURN JOINT CITY COUNCIL AND SUNNYVALE FINANCING AUTHORITY MEETING

Authority Chair / Mayor Klein adjourned the joint City Council and Sunnyvale Financing Authority meeting at 10:23 p.m.

22-1060 **Agenda Date:** 11/1/2022

REPORT TO SUNNYVALE FINANCING AUTHORITY

SUBJECT

Reconsider and Affirm Resolution No. 1105-22FA; and Make Findings Pursuant to Government Code Section 54953(e) (AB 361) to Continue Virtual Public Meetings for the Sunnyvale Financing Authority During the COVID-19 State of Emergency

BACKGROUND

On March 17, 2020, Governor Gavin Newsom issued Executive Order No. N-29-20, which suspended portions of the Ralph M. Brown Act (California Government Code Sections 54950-54963) that limit the use of teleconferencing for public meetings; the Order was scheduled to sunset when the COVID-19 Pandemic ended. The Ralph M. Brown Act places strict requirements on local legislative bodies regarding the posting, access, and physical location of voting members during public meetings.

Beginning with the March 31, 2020, Council meeting, the City has conducted public meetings utilizing teleconferencing technology to provide for members of the public, staff, and public officials (Councilmembers and board or commission members) to participate without in-person participation. The Financing Authority conducted its first virtual public meeting on June 9, 2020.

On August 10, 2021, Council provided direction regarding the format of future public meetings, including continuing virtual-only meetings as long as this model is allowed (RTC No. 21-0718).

On September 16, 2021, the Governor signed AB 361, which took effect immediately as an urgency statute. AB 361 allows for similar teleconferencing exemptions to continue after the September 30, 2021, sunset of Executive Order No. N-08-21, if one of the following circumstances applies:

1. State or local officials have imposed or recommended measures to promote social distancing.
2. The legislative body is meeting to determine whether, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.
3. The legislative body has determined that, as a result of the emergency, meeting in person presents imminent risks to the health or safety of attendees.

AB 361 requires that a legislative body revisit the state of emergency every 30 days to reevaluate if the circumstances continue to meet one of the conditions listed above.

On September 21, 2021, Santa Clara County Public Health Officer Dr. Sara Cody issued guidance to public meeting bodies such as the Sunnyvale City Council and the Financing Authority to continue meeting remotely (via teleconference) due to the COVID-19 emergency. Although the County Public

Health Officer issued a new order on September 12, 2022 rescinding a number of orders, it did not rescind this recommendation and continues to strongly recommend that people take precautions in indoor settings and that governments require people to wear masks indoors. In addition, the County Board of Supervisors has indicated that it will likely continue to hold meetings virtually into October.

On October 6, 2021, the City Council held a Special Joint meeting with the Santa Clara Valley Water District Board of Directors; the first Sunnyvale meeting conducted under the provisions of Government Code Section 54953 (e) (AB 361). Council made the necessary findings included in Government Code Section 54953 (e) within 30 days on October 26, 2021, by adopting Resolution No. 1089-21.

On January 25, 2022, the Sunnyvale Financing Authority conducted its first meeting under the provisions of Government Code Section 54953 (e) (AB 361) and made the necessary findings by adopting Resolution No. 1105-22FA (Attachment 1).

On February 22, March 22, April 5, May 3, 24, June 21, July 12, August 9, August 30, September 27 and October 25, 2022, the Financing Authority reconsidered and affirmed Resolution No. 1105-22FA; and made findings pursuant to Government Code Section 54953(e) (AB 361) to continue virtual public meetings during the COVID-19 State of Emergency (See Attachment 4 for draft excerpt Finance Authority meeting minutes).

On October 25, 2022, the City Council and Financing Authority also discussed the transition back to in-person meetings. They considered hybrid meetings where some Councilmembers participate in-person while others participate remotely. The discussion included the idea that Boards, Commissions and Council Subcommittees remain remote until any training and technology concerns have been resolved.

EXISTING POLICY

California Government Code Sections 54950-54963 (Ralph M. Brown Act)
Sunnyvale Resolution No. 1105-22FA (Attachment 1)
Sunnyvale Emergency Resolution Nos. 979-20, 981-20, 994-20, 1010-20, 1016-20, 1025-20, 1036-20, 1042-21, 1045-21, 1057-21, 1069-21, 1078-21, 1088-21, 1099-21, 1106-22, 1110-22, 1115-22, 1130-22, 1139-22 and 1147-22 (Attachment 2)

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" with 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.

DISCUSSION

On September 12, 2022, Dr. Cody issued an updated public health order (Attachment 3). This Order, among other guidance, includes a strong recommendation to continue universal use of face coverings indoors.

On October 4, 2022, the Santa Clara County Board of Supervisors adopted Resolution No. BOS-

2022-147 continuing virtual public meetings for the Board, along with all other Santa Clara County commissions and advisory bodies. The Board's Resolution incorporated Dr. Cody's September 21, 2021, recommendation for public bodies to continue meeting remotely.

On May 10, 2022, Santa Clara County Public Health issued a press release titled "With COVID-19 Cases on the Rise, County of Santa Clara Health Officials Remind the Public: The Pandemic is Not Over," that included a recommendation to avoid gathering in large groups unless in a well-ventilated space or outside. As of September 15, Santa Clara County COVID-19 test positivity rates remained high, declining from last month with the 7-day average decreasing from 10.9% on August 15 to 6.8% on September 7.

Reaffirming Resolution No. 1105-22FA and making findings consistent with Government Code Section 54953(e) would allow the Financing Authority to continue conducting public meetings utilizing teleconferencing technology without providing for in-person participation.

Staff will return to the Financing Authority Board within 30 days to allow the Financing Authority Board an opportunity to reevaluate if the circumstances continue to meet one of the conditions outlined in Government Code Section 54953(e). This reevaluation and any subsequent reevaluations would refer back to Resolution No. 1105-22FA.

Staff will work with the Finance Authority Board Chair to schedule future agenda item(s) addressing the transition to hybrid in-person/virtual public meetings and to consider a process where several Board Members begin to participate in-person while others could continue participating remotely.

FISCAL IMPACT

There is no fiscal impact associated with this report.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall, at the Sunnyvale Public Library, Senior Center, Community Center and in the Department of Public Safety Lobby. In addition, the agenda and report are available at the Sunnyvale Public Library, Office of the City Clerk, and on the City's website.

RECOMMENDATION

Affirm Resolution 1105-22FA; and make findings pursuant to Government Code Section 54953(e) (AB 361) to continue virtual public meetings for the Financing Authority during the COVID-19 State of Emergency:

1. The Financing Authority Board has found and determined that the state of emergency conditions related to COVID-19, as set forth in City of Sunnyvale Resolution No. 1147-22 adopted on September 27, 2022, and incorporated herein by reference, are on-going;
2. The Financing Authority Board finds that there is a need to continue teleconferencing for public meetings without posting the teleconferencing locations on the agenda and without requiring the teleconference locations to be accessible to the public during the current Governor-proclaimed COVID-19 state of emergency; and
3. The Financing Authority Board finds that the state of emergency continues to directly impact the ability of members of the Financing Authority to meet safely in person.

Prepared by: David Carnahan, City Clerk

Reviewed by: Jaqui Guzmán, Deputy City Manager
Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. Resolution No. 1105-22FA
2. Resolution No. 1147-22
3. Health Officer Order - September 12, 2022
4. DRAFT Excerpt Financing Authority Meeting Minutes - October 25, 2022

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RESOLUTION NO. 1105-22 FA

A RESOLUTION OF THE CITY OF SUNNYVALE FINANCING AUTHORITY MAKING FINDINGS PURSUANT TO GOVERNMENT CODE SUBDIVISION 54953(e) (AB 361) TO CONTINUE VIRTUAL PUBLIC MEETINGS DURING THE COVID-19 STATE OF EMERGENCY

WHEREAS, the Ralph M. Brown Act (California Government Code Sections 54950, et seq., hereinafter referred to as the "Brown Act") requires that public meeting agendas be posted at least 72 hours prior to a regular meeting and at least 24 hours prior to a special meeting; and

WHEREAS, the Brown Act allows a local legislative body to hold public meetings by teleconference and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to attend and to address the local legislative body, as long as the following requirements are met: (1) each teleconference location from which a member is participating is noticed on the agenda; (2) each teleconference location is accessible to the public; (3) members of the public must be able to address the body at each teleconference location; (4) at least one member of the legislative body must be physically present at the location specified in the meeting agenda; and (5) during teleconference meetings, at least a quorum of the members of the local body must participate from locations within the local body's territorial jurisdiction; and

WHEREAS, on March 17, 2020, Governor Gavin Newsom issued Executive Order N-29-20 which suspended the Brown Act teleconferencing requirements so that legislative bodies can hold public meetings solely by teleconference, or otherwise electronically, without listing the teleconference locations and without any physical location, as long as the agenda that is posted 72 hours in advance indicates that the members of the legislative body will be participating by teleconference, provides the teleconference or webinar access information by which the public may participate electronically, and lists the procedure for individuals with disabilities to request reasonable accommodations; and

WHEREAS, on June 11, 2021, the Governor issued Executive Order N-08-21, which sunsets the Brown Act provisions of Executive Order N-29-20 on September 30, 2021; and

WHEREAS, on September 17, 2021, Governor Newsom signed urgency ordinance AB 361 which allows a local agency to use teleconferencing for public meetings without posting the teleconferencing locations on the agenda and without requiring the teleconference locations to be accessible to the public during a Governor-proclaimed state of emergency pursuant to California Government Code Section 8625 et seq, if the state of emergency continues to directly impact the ability of the members of its legislative bodies to meet safely in person or state or local officials continue to impose or recommend measures to promote social distancing; and

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WHEREAS, the City Council made findings, beginning on March 17, 2020 and continuing every 60 days thereafter, most recently by Resolution No. 1098-21 adopted on December 14, 2021, for the continued proclamation of local emergency based on substantial evidence that the public interest and necessity require the continuance of the proclamation of local emergency related to COVID-19; and

WHEREAS, beginning with the March 31, 2020 Council meeting, the City has conducted public meetings utilizing teleconferencing technology to provide for members of the public, staff, and public officials to participate without providing for in-person participation, and on August 10, 2021, the City Council provided the direction regarding the format of future public meetings, including continuing virtual-only meetings as long as this model is allowable; and

WHEREAS, due to the spike in case numbers attributable to the omicron variant, the California Department of Public Health issued an indoor mask mandate effective December 15, 2021 through February 15, 2022; and

WHEREAS, an unprecedented surge in COVID-19 cases has been reported in the Bay Area and across California, the United States and the world due to the highly contagious omicron variant; and

WHEREAS, Government Code Section 54953(e)(3) requires that the City Council review the need and make findings for continuing teleconferencing without complying with the agenda posting and public comment requirements at least once every thirty (30) days until Governor terminates the state of emergency; and

WHEREAS, the associated emergency conditions are on-going and there is a need to continue teleconferencing for public meetings without posting the teleconferencing locations on the agenda and without requiring the teleconference locations to be accessible to the public during the current Governor-proclaimed COVID-19 state of; and

WHEREAS, the City Council has made findings and approved teleconferencing for meetings of the Council and all City Boards and Commissions, but has not yet made such findings for the Financing Authority because the Authority meets infrequently.

NOW, THEREFORE, BE IT RESOLVED BY THE FINANCING AUTHORITY OF THE CITY OF SUNNYVALE THAT:

1. The Financing Authority of the City of Sunnyvale hereby finds that the state of emergency conditions related to COVID-19, as set forth in City of Sunnyvale Resolution No. 1098-21 adopted on December 14, 2021 and incorporated herein by reference, are on-going.

2. The Financing Authority finds that there is a need to continue teleconferencing for public meetings without posting the teleconferencing locations on the agenda and without requiring

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the teleconference locations to be accessible to the public during the current Governor-proclaimed COVID-19 state of emergency.

3. The Financing Authority finds that the state of emergency continues to directly impact the ability of members of the City Council and Financing Authority to meet safely in person.

4. City officials continue to impose or recommend measures to promote social distancing in City facilities.

5. Members of the Financing Authority are authorized to use teleconferencing, or other electronic means, to hold its public meetings without noticing the teleconferenced locations on the agenda, without making teleconferenced or physical locations accessible to the public, without posting agendas at teleconferenced locations, without requiring members of the legislative bodies to be physically present at the meeting, and without requiring a quorum of the members of the legislative body to participate from locations with the City's jurisdiction, as long as the agenda that is posted at least 72 hours in advance indicates that members of the legislative body may be participating electronically, provides the teleconference or webinar access information by which the public may participate electronically, and lists the procedure for individuals with disabilities to request reasonable accommodations, in compliance with AB 361, Government Code Section 54953(e).

6. The City Clerk is hereby directed to report to the City Council and Financing Authority within thirty (30) days on the need to further continue teleconferencing for public meetings without posting the teleconferencing locations on the agenda and without requiring the teleconference locations to be accessible to the public during the current Governor-proclaimed COVID-19 state of emergency.

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Adopted by the City of Sunnyvale Financing Authority at a regular meeting held on January 25, 2022, by the following vote:

AYES:	KLEIN, HENDRICKS, LARSSON, MELTON, CISNEROS, DIN
NOES:	NONE
ABSTAIN:	NONE
ABSENT:	NONE
RECUSAL:	NONE

ATTEST:

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Financing Authority Secretary

(SEAL)

APPROVED:

DocuSigned by:
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Financing Authority Chairperson

APPROVED AS TO FORM:

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Financing Authority Counsel

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RESOLUTION NO. 1147-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUNNYVALE EXTENDING THE CITY MANAGER/DIRECTOR OF EMERGENCY SERVICES' PROCLAMATION OF EXISTENCE OF A LOCAL EMERGENCY (COVID-19)

WHEREAS on March 12, 2020, the City Manager acting as the Director of Emergency Services proclaimed the existence of a local emergency within the City due to the novel coronavirus (COVID-19), a respiratory disease that may result in serious illness or death and is easily transmissible from person to person; and

WHEREAS, the City Council unanimously ratified and confirmed that proclamation of local emergency on March 17, 2020 by adopting Resolution 979-20; and

WHEREAS, the City Council reviewed and unanimously extended the proclamation of local emergency on April 7, 2020 (Resolution 981-20); May 26, 2020 (Resolution 994-20); July 14, 2020 (Resolution 1010-20); August 25, 2020 (Resolution 1016-20); October 13, 2020 (Resolution 1025-20); December 8, 2020 (Resolution 1036-20); February 2, 2021 (Resolution 1042-21); March 30, 2021 (Resolution 1045-21); May 25, 2021 (Resolution 1057-21); July 13, 2021 (Resolution 1069-21); August 31, 2021 (Resolution 1078-21); October 26, 2021 (Resolution 1088-21); December 14, 2021 (Resolution 1099-21); February 1, 2022 (Resolution 1106-22); March 22, 2022 (Resolution 1120-22); May 3, 2022 (Resolution 1115-22); June 28, 2022 (Resolution 1130-22), and August 9, 2022 (Resolution No. 1139-22); and

WHEREAS, the City Council has reviewed the need to continue the existence of a local emergency and finds that the conditions supporting the declaration of emergency related to COVID-19 continue to exist, for reasons including, but not limited to:

1. The state of emergency for the State of California and Santa Clara County's local emergency declaration related to COVID-19 currently remain in effect.

2. Although most health orders have been lifted, the seven-day test positivity rate COVID-19 in Santa Clara County and statewide averaged 8.2% as of September 6, 2022. Public health authorities recently announced a rollout of a new bivalent booster to target the more recent COVID variants, with the hope of mitigating case rates and severe disease if a winter surge occurs.

3. Many residents and businesses continue to suffer economic hardship that began while COVID-19 health orders and restrictions were in effect.

4. Due to COVID-19 closures and stay-at-home orders, many Sunnyvale residents experienced job loss or reduced hours, and many Sunnyvale businesses experienced reduced

revenues, and/or faced temporary or permanent closures. The recovery period for these individuals and businesses is only beginning. For example, although resources have been identified to help repay landlords for rent lost during the pandemic and to provide tenants with financial assistance to continue making rent payments, many of these resources have been slow or not yet able to distribute funds.

5. The City experienced a loss of revenue from several areas due to closures related to COVID-19.

6. The economic recovery from COVID-19 and its impacts are now estimated to be in terms of years not months.

WHEREAS, the City Council finds that the COVID-19 situation continues to create conditions of peril to the health, safety, and welfare of persons and property in the City of Sunnyvale and is still deemed to be beyond the control of normal protective services, personnel, equipment and facilities of and within the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUNNYVALE THAT:

1. The City of Sunnyvale hereby proclaims the extension of the period of the Existence of a Local Emergency for an additional 60 days or unless sooner terminated.

2. The Local Emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council of the City of Sunnyvale.

3. As required by California Government Code section 8630, the City Council shall review the need to continue the state of emergency at least every sixty (60) days until this Resolution is terminated.

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Adopted by the City Council at a regular meeting held on September 27, 2022, by the following vote:

AYES: KLEIN, HENDRICKS, LARSSON, MELTON, CISNEROS, DIN, SPITALERI
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE
RECUSAL: NONE

ATTEST:

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DAVID CARNAHAN
City Clerk
(SEAL)

APPROVED:

DocuSigned by:
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LARRY KLEIN
Mayor

APPROVED AS TO FORM:

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JOHN A. NAGEL
City Attorney

Health Order Requiring Use of Face Coverings in Higher-Risk Settings; and Rescission of Prior Health Orders

DATE OF ORDER: September 12, 2022

UNDER THE AUTHORITY OF CALIFORNIA HEALTH AND SAFETY CODE SECTIONS 101040, 101085, 120175, AND SANTA CLARA COUNTY ORDINANCE CODE SECTION A18-33, THE HEALTH OFFICER OF THE COUNTY OF SANTA CLARA ("HEALTH OFFICER") ORDERS:

1. **Background and Purpose.** The Health Officer makes this Order in light of the current state of the COVID-19 pandemic emergency. Specifically, at this stage and time of the pandemic, including consideration of the widespread availability of testing and vaccinations and the high level of community vaccination in Santa Clara County (the "County"), the necessity for mandatory orders related to vaccination and access to testing has diminished. However, the risk of COVID-19 in Higher-Risk Settings remains significant, and so it continues to be important for Face Coverings to be used in Higher-Risk Settings. This Order therefore rescinds prior Health Orders, as described in Section 2 below, while maintaining existing Face Covering requirements in Higher-Risk Settings, as set forth in Section 3 below. This Order also sets forth a number of important

recommendations by the Health Officer in response to the continued risks posed by COVID-19 in our community.

2. **Rescission of Prior Health Orders.** The March 7, 2022 Health Officer Order Requiring Up-To-Date COVID-19 Vaccination of Personnel in Higher-Risk Settings is hereby rescinded. The January 31, 2022 Health Officer Order Requiring Certain Healthcare Facilities Within the County to Provide COVID-19 Diagnostic Testing is hereby rescinded. The September 4, 2020 Health Officer Order Mandating that All Health Care Facilities in Santa Clara County Require Healthcare Workers Receive an Annual Influenza Vaccination is hereby rescinded. For clarity, other than the mandatory requirement to wear Face Coverings in Higher-Risk Settings as provided in this Order, all other mandatory COVID-19-related countywide Health Officer Orders that are currently still in effect are hereby rescinded.

3. **Mandatory Requirement to Wear Face Coverings in Higher-Risk Settings**.

   a. Regardless of vaccination status, all persons in Higher-Risk Settings must wear Face Coverings, except in those circumstances or for those persons exempted pursuant to the "Guidance on the Use of Face Masks" issued on April 20, 2022 by the California Department of Public Health (CDPH) and in effect as of September 12, 2022 at: https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/guidance-for-face-coverings.aspx, and included in this Order as Appendix A. For clarity, this provision does not incorporate any changes to the Guidance made by the CDPH after the Effective Date of this Order.

   b. All businesses and governmental entities with Higher-Risk Settings must enforce this face covering requirement for all personnel and for all customers or members of the public entering Higher-Risk Settings, regardless of vaccination status. All such businesses and governmental entities must post clearly visible and easy-to-read signage at all entry points for indoor settings to communicate the Face Covering requirements to all persons entering the facility. In addition, those responsible for indoor public settings are strongly encouraged to provide Face Coverings at no cost to individuals who do not have one upon entry.

4. **Definitions**.

a. "Business" includes any for-profit, non-profit, or educational entity, whether a corporate entity, organization, partnership, or sole proprietorship, and regardless of the nature of the service, the function it performs, or its corporate or entity structure. For clarity, "business" also includes a for-profit, non-profit, or educational entity performing services or functions under contract with a governmental entity.

b. "Face Covering" means a face covering that is well-fitted to an individual and covers the nose and mouth especially while talking, consistent with the guidance of the CDPH at https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/guidance-for-face-coverings.aspx. A face covering does not include a scarf, ski mask, balaclava, bandana, turtleneck, collar, or single layer of fabric or any mask that has an unfiltered one-way exhaust valve. Individuals are strongly urged to wear KN95, KF94, N95, or similarly protective face coverings.

c. "Higher-Risk Settings" are settings that involve working indoors in shared air space or proximity to people who are at higher risk of severe illness, hospitalization, or death from COVID-19 because of age or underlying medical condition, as well as congregate settings where outbreaks are likely to occur. For the purposes of this Order, Higher-Risk Settings are those portions of the following facilities where there is shared indoor air space or proximity to patients, clients, or vulnerable populations:

i. skilled nursing facilities, long-term care facilities, adult day care facilities, and memory care facilities;

ii. healthcare delivery facilities (such as hospitals, clinics, medical offices, dialysis centers, etc.) where patient care is provided, as well as medical first responders while providing medical response;

iii. jails and other correctional facilities; and

iv. congregate shelters.

v. "Personnel" means any of the following individuals who perform onsite functions: employees; contractors and sub-contractors (such as those who deliver goods or perform services onsite); independent contractors; vendors;

volunteers and interns; and any other individuals who routinely are onsite at the request of the business or governmental entity.

5. **Recommendations from the Health Officer.** The Health Officer urges all businesses and governmental entities and individuals to follow the recommendations set forth below:

   a. All eligible persons are strongly urged to get vaccinated and remain up to date with the latest recommended booster against COVID-19 as soon as possible, including receiving the most recent bivalent COVID-19 booster.

   b. Businesses and governmental entities should continue to implement mandatory vaccination requirements for all personnel, subject only to the limited exemptions required by law. Business and governmental entities are encouraged to continue to set forth more stringent standards for those working in Higher-Risk Settings or similar settings that may pose a greater risk to personnel, clients, or the public.

   c. Any person, vaccinated or unvaccinated, who has any symptoms consistent with COVID-19 should get tested immediately and avoid contact with others pending test results.

6. **Strong Recommendation to Continue Universal Use of Face Coverings Indoors**. The Health Officer continues to strongly recommend that all persons continue to wear Face Coverings when in indoor settings with shared air space with persons outside their household, consistent with the provisions of the Health Officer's prior August 2, 2021 Face Covering Order. The Health Officer further recommends that all businesses and governmental entities likewise continue to require use of Face Coverings in all indoor settings with shared airspace.

7. **Applicability.** All individuals, businesses, and other entities in the County are ordered to comply with the applicable provisions of this Order. For clarity, individuals who do not currently reside in the County must comply with all applicable requirements of the Order when they are in the County. Governmental entities must follow the requirements of this Order applicable to businesses, unless otherwise specifically directed by the Health Officer.

8. **Obligation to Follow Stricter Order.** Where a conflict exists between this Order and any order issued by the State Public Health Officer, the Governor, or a State agency (such as

the California Division of Occupational Safety and Health (Cal/OSHA)) related to the COVID-19 pandemic, the most restrictive mandatory provision controls. For clarity, all individuals and entities must comply with the State Order, any mandatory guidance issued by the California Department of Public Health, any mandatory orders of the Governor or a State agency, or any other mandatory provision of State law to the extent it is stricter than any provision of this Order. Consistent with California Health and Safety Code section 131080 and the Health Officer Practice Guide for Communicable Disease Control in California, except if the State Health Officer issues an order expressly directed at this Order and based on a finding that a provision of this Order constitutes a menace to public health, any more restrictive measures in this Order continue to apply and control in this County. In addition, to the extent any federal guidelines are inconsistent with this Order, this Order is controlling.

9. **Obligation to Follow State Orders and Regulations**. For clarity, all individuals and entities must continue to comply with the orders of the State Health Officer, any mandatory guidance issued by the California Department of Public Health, any mandatory orders of the Governor or a State agency (such as Cal/OSHA), or any other mandatory provision of State law.

10. **Enforcement**. Pursuant to Government Code sections 26602 and 41601, Health and Safety Code section 101029, and Santa Clara County Ordinance Code section A1-34 et seq., the Health Officer requests that the Sheriff, all chiefs of police in the County, and all enforcement officers ensure compliance with and enforce this Order. The violation of any provision of this Order constitutes an imminent threat and menace to public health, constitutes a public nuisance, and is punishable by fine, imprisonment, or both. This Order is also subject to the civil enforcement authority established by Urgency Ordinance No. NS-9.291.

11. **Effective Date**. This Order is effective at 12:01 am on September 13, 2022. This Order shall continue to be in effect until it is rescinded, superseded, or amended in writing by the Health Officer.

12. **Copies**. Copies of this Order shall promptly be: (1) made available at the County Government Center at 70 W. Hedding Street, San José, California; (2) posted on the County Public Health Department's COVID-19 website (covid19.sccgov.org); and (3) provided to any member of the public requesting a copy of this Order.

13. **Severability**. If any provision of this Order or its application to any person or circumstance is held to be invalid, the remainder of the Order, including the application of such part or provision to other persons or circumstances, shall not be affected and shall continue in full force and effect. To this end, the provisions of this Order are severable.

City of Sunnyvale

Excerpt Meeting Minutes - Draft
City Council

Tuesday, October 25, 2022 **6:00 PM** **Telepresence Meeting: City Web Stream | Comcast Channel 15 | AT&T Channel 99**

Special Meeting: Study Session - 6 PM | Regular Meeting - 7 PM | Joint Meeting with the Sunnyvale Financing Authority - 7 PM (or soon thereafter)

Meeting online link: https://sunnyvale-ca-gov.zoom.us/j/96111580540

7 P.M. (OR SOON THEREAFTER) JOINT MEETING OF THE CITY COUNCIL AND SUNNYVALE FINANCING AUTHORITY

Call to Order

Pursuant to Government Code Subdivision 54953(e), the meeting was conducted telephonically; pursuant to state law, the City Council made the necessary findings by adopting Resolution No. 1089-21, reaffirmed on September 27, 2022 and the Financing Authority made the necessary findings by adopting Resolution No. 1105-22FA, reaffirmed on September 27, 2022.

Authority Chair / Mayor Klein called the joint City Council and Sunnyvale Financing Authority meeting to order at 9:11 p.m. via teleconference.

Roll Call

Present: 7 - Authority Chair / Mayor Larry Klein
Authority Vice Chair / Vice Mayor Alysa Cisneros
Authority Member / Councilmember Gustav Larsson
Authority Member / Councilmember Glenn Hendricks
Authority Member / Councilmember Russ Melton
Authority Member / Councilmember Omar Din
Authority Member / Councilmember Anthony (Tony) Spitaleri

Authority Chair / Mayor Klein, Authority Vice Chair / Vice Mayor Cisneros and all Authority Members / Councilmembers attended via teleconference.

PUBLIC HEARINGS/GENERAL BUSINESS

7 22-0985 Direction Regarding Returning to In-Person City Council, Board, Commission and Sunnyvale Financing Authority

Meetings; Reconsider and Affirm Resolution Nos. 1089-21 and 1105-22FA; and Make Findings Pursuant to Government Code Section 54953(e) (AB 361) to Continue Virtual Public Meetings for the City Council and Boards, Commissions, Council Subcommittees and the Sunnyvale Financing Authority During the COVID-19 State of Emergency

City Clerk David Carnahan provided the staff report and presentation.

Public Hearing opened at 10:12 p.m.

Steve Scandalis communicated support for transitioning public meetings back to in-person while maintaining the virtual public participation option. He offered suggestions to update the Code of Ethics and Conduct for Elected and Appointed Officials to address remote participation by officials.

Public Hearing closed at 10:15 p.m.

City Council:

MOTION: Councilmember Hendricks moved and Councilmember Din seconded the motion to approve Alternative: 1. Affirm Resolution No. 1089-21; and make findings pursuant to Government Code Section 54953(e) (AB 361) to continue virtual public meetings for the City Council and Boards, Commissions and Council Subcommittees during the COVID-19 State of Emergency:

1. The City Council hereby finds that the state of emergency conditions related to COVID-19, as set forth in Resolution No. 1147-22 adopted on September 27, 2022 and incorporated herein by reference, are on-going;

2. The City Council finds that there is a need to continue teleconferencing for public meetings without posting the teleconferencing locations on the agenda and without requiring the teleconference locations to be accessible to the public during the current Governor-proclaimed COVID-19 state of emergency; and

3. The City Council finds that the state of emergency continues to directly impact the ability of members of the City Council, Council Standing Committees, and City Boards and Commissions to meet safely in person.

The motion carried with the following vote:

Yes: 7 - Mayor Klein
Vice Mayor Cisneros
Councilmember Larsson
Councilmember Hendricks
Councilmember Melton
Councilmember Din
Councilmember Spitaleri

No: 0

Sunnyvale Financing Authority:

MOTION: Authority Member Hendricks moved and Authority Member Din seconded the motion to approve Alternative 4: Affirm Resolution No. 1105-22FA; and make findings pursuant to Government Code Section 54953(e) (AB 361) to continue virtual public meetings for the Financing Authority during the COVID-19 State of Emergency:

1. The Financing Authority Board has found and determined that the state of emergency conditions related to COVID-19, as set forth in City of Sunnyvale Resolution No. 1147-22 adopted on September 27, 2022, and incorporated herein by reference, are on-going;

2. The Financing Authority Board finds that there is a need to continue teleconferencing for public meetings without posting the teleconferencing locations on the agenda and without requiring the teleconference locations to be accessible to the public during the current Governor-proclaimed COVID-19 state of emergency; and

3. The Financing Authority Board finds that the state of emergency continues to directly impact the ability of members of the Financing Authority to meet safely in person.

The motion carried with the following vote:

Yes: 7 - Authority Chair Klein
Authority Vice Chair Cisneros
Authority Member Larsson
Authority Member Hendricks
Authority Member Melton
Authority Member Din
Authority Member Spitaleri

No: 0

ADJOURN JOINT CITY COUNCIL AND SUNNYVALE FINANCING AUTHORITY MEETING

Authority Chair / Mayor Klein adjourned the joint City Council and Sunnyvale Financing Authority meeting at 10:23 p.m.

City of Sunnyvale

Agenda Item

22-1057 **Agenda Date:** 11/1/2022

REPORT TO COUNCIL

SUBJECT
Biennial Review of Priority Needs for Human Services and Recommendation to City Council

SUMMARY OF COMMISSION ACTION
The Housing and Human Services Commission considered this item on October 26, 2022.

The Housing and Human Services Commission voted to approve Alternatives 1 and 3, with a modification to Alternative 3 noted in italics below: 1) Approve the list of priority needs as stated in the staff report, excerpted from the City's 2020-2025 Consolidated Plan submitted to the Department of Housing and Urban Development; and 3) Approve supplemental funding in the amount of $135,000 for human services grants for FY 2023/24 and FY 2024/25 *with an annual inflationary increase.* The modified Alternative 3 is included as Alternative 5 in this report.

The vote was 6-0.

PUBLIC CONTACT
Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall, at the Sunnyvale Public Library, Senior Center, Community Center and in the Department of Public Safety Lobby. In addition, the agenda and report are available at the Sunnyvale Public Library, Office of the City Clerk, and on the City's website.

ALTERNATIVES
1. Approve the list of priority needs as stated in the staff report, excerpted from the City's 2020-2025 Consolidated Plan submitted to the Department of Housing and Urban Development.
2. Approve the list of priority needs as stated in the staff report, excerpted from the City's 2020-2025 Consolidated Plan submitted to the Department of Housing and Urban Development, with modifications.
3. Approve supplemental funding in the amount of $135,000 for human services grants for FY 2023/24 and FY 2024/25.
4. Approve supplemental funding in the amount determined by the Commission for human services grants for FY 2023/24 and FY 2024/25.

HOUSING COMMISSION RECOMMENDED ALTERNATIVES
5. Approve supplemental funding in the amount of $135,000 for human services grants for FY 2023/24 and FY 2024/25 with an annual inflationary increase.

STAFF RECOMMENDATION
Alternatives 1 and 3: 1) Approve the list of priority needs as stated in the staff report, excerpted from

the City's 2020-2025 Consolidated Plan submitted to the Department of Housing and Urban Development; and, 5) Approve supplemental funding in the amount of $135,000 for human services grants for FY 2023/24 and FY 2024/25..

The current list of priority needs is broad enough to encompass virtually all types of human services; therefore, modification of the list does not appear to be necessary. Continuing the supplemental funding amount of $135,000 is recommended because it is consistent with the City's past practice in accordance with City Council direction and with the 20-year Resource Allocation Plan. Council could provide direction on whether to include an inflationary factor to address the needs heard from the community during recent years of funding requests.

Prepared by: Leif Christiansen, Housing Programs Analyst
Reviewed by: Jenny Carloni, Housing Officer
Reviewed by: Trudi Ryan, Director, Community Development
Reviewed by: Teri Silva, Assistant City Manager
Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. Report to Housing and Human Services Commission [22-0093, October 26, 2022] (without attachments)
2. Five-Year Human Services Funding Levels
3. Link to Draft 2020-2025 Consolidated Plan

Additional Attachments for Report to Council

4. Excerpt of Draft Minutes of the Housing and Human Services Commission Meeting of October 26, 2022

City of Sunnyvale

Agenda Item

22-0093 **Agenda Date:** 10/26/2022

REPORT TO HOUSING AND HUMAN SERVICES COMMISSION

SUBJECT
Biennial Review of Priority Needs for Human Services and Recommendation to City Council

BACKGROUND
The City provides grants to eligible human services agencies on a competitive basis pursuant to Council Policy 5.1.3 (*Human Services*), originally adopted in 1981, and amended in 1999 and 2006. Eligible human service agencies are those that provide assistance programs for lower-income clients (a household income of less than 80% of area median income), such as food, legal services, health care, literacy classes, child-care, and so on. Most of the clients served by these programs are seniors, people with disabilities, very low-income households, and homeless persons. The City uses a combination of its annual Community Development Block Grant (CDBG) from the federal government to fund these grants, and a smaller supplemental amount of City General Funds.

Applications for the human services grants are solicited every two years, following hearings held by the Housing and Human Services Commission (HHSC) and City Council to determine the City's current "priority human service needs". Human service grants are awarded conditionally for a two-year period, with the second-year grants conditioned on several factors, such as successful completion of the grant activity in the first year, compliance with the terms of the grant agreement, and availability of federal funding for the second year.

Sunnyvale establishes priority needs to help guide human service grant applications; those priority needs are identified through this hearing process as most deserving of the City's funds designated for human services for the upcoming two years. The total amount of funding requested usually exceeds the amount available by a factor of two or more. It is therefore helpful for applicants to know the priorities so that they better determine if their programs are likely to succeed in receiving a grant through the City's grant program. This program is quite competitive and, typically, not all grant applicants will be funded. Programs that address needs other than the identified priority needs are not excluded from this grant program, although proposals addressing one or more of the priority needs will be awarded more points in the "need" category than those addressing non-priority needs.

After the list of priority needs has been recommended by the HHSC and approved by City Council, staff will issue a request for proposals (RFP) for human services programs funded through both General Fund and CDBG. The key difference in funding source is the dollar amount of the grant (CDBG only funds grants and/or loans exceeding $25,000), and the ability for the non-profit to manage federal funds vs. local funding. The HHSC will have an opportunity to review and comment on the draft RFP before it is published. After proposals are reviewed by staff for eligibility and issued technical scores by the staff scoring committee, the HHSC will hold at least two public hearings to evaluate the eligible proposals and recommend grant awards to City Council. City Council will consider the recommended grant amounts and make final funding decisions in May 2023.

In addition to determining the priority needs, City Council has also established a practice of determining the amount of General Funds to be provided for human services grants to supplement the CDBG funds. This process, known as supplemental funding, is described further in the Discussion section of this report.

City Council will consider this item at its November 1, 2022 meeting.

EXISTING POLICY

Council Policy 5.1.3, Human Services

The City will biennially, prior to adoption of the two-year Resource Allocation Plan, review prevailing conditions of human needs within the City and give appropriate attention to Human Services Policies in the City. The Housing and Human Services Commission, following one or more public hearings, will recommend to City Council priority human service needs for the next two years. Following a public hearing, City Council will adopt a two-year priority of human service needs.

The City seeks to meet as many Human Service needs as possible using its limited available resources. The primary resource utilized for funding human services is the Federal Community Development Block Grant (CDBG) Program, which permits up to 15% of the annual grant entitlement to be utilized for such purposes. The City Council may choose to supplement CDBG funding of human services through the annual budget process.

City's 2020-2025 Consolidated Plan, Strategic Plan-25, Priority Needs

Goal 3: Other Community Development Efforts
Goal Description: Support provision of essential human services, particularly for special needs populations.

City's 2020-2025 Consolidated Plan, Strategic Plan-45, Goals Summary

Goal 5: Public Services
Goal Description: Human Services Grants

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" with 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. Any future project funded with federal CDBG funding will undergo thorough NEPA review.

DISCUSSION

Part 1. Determining Priority Needs

Since the majority of human service grants are funded through federal CDBG funds, the funded projects/programs must be consistent with the priority needs outlined in the City's 2020-2025 Consolidated Plan (Con Plan), which is a five-year strategic plan that the U.S. Department of Housing and Urban Development (HUD) requires the City to prepare as a condition of receiving the CDBG grant. The 2020-2025 Con Plan can be found in Attachment 3 to this report. HUD recognizes that the priority needs may change periodically during the five-year term of the Con Plan; therefore, the biennial hearing allows an opportunity for the public and local officials to make adjustments to the

list of priorities, if needed, to reflect evolving local circumstances. This hearing also provides the public an opportunity to raise any issues that may be relevant to the process of allocating the City's available CDBG and general funds in the coming two years.

The Con Plan, adopted by Council in July 2020, includes the following list of priority needs for human services and prioritized client types:

Priority Client Types
Very low-income, extremely low-income, and/or special needs households (e.g., seniors, disabled, homeless persons, children, youth, victims of domestic violence, etc.).

Priority Needs (Service Types)

A. Basic needs (e.g., food, shelter, transportation, health & mental health care, employment assistance/training, childcare, etc.).
B. After school or intervention programs to provide youth with positive alternatives to drugs, violence, and/or gangs (e.g., recreational, mentoring, educational, and career-building activities).
C. Mental health, addiction and substance abuse counseling, particularly for youth and those exiting institutions.
D. Other specialized supportive services as may be requested by the community, such as foreclosure assistance, legal assistance for seniors and others, and other specialized human services, such as those currently supported by the City, or those that may address a new or unmet priority need.

Part 2. Determining Supplemental Funding Amount

The second purpose of this hearing is to recommend the General Fund supplemental funding amount for the coming year, in accordance with past Council direction. As noted above, for many years Sunnyvale has provided funding for the human services grants using CDBG and General Funds (supplemental funds). Approximately one-third of the funding for the grants has come from the City's General Fund in recent years.

Following Council direction in 2018, a planned expenditure of $135,000 annually for human services grants is allocated for each of the next twenty years in the Resource Allocation Plan, including fiscal years (FY) 2023/24 to 2024/25. Council confirms this appropriation annually when adopting the City budget each June and has an opportunity to affirm or modify the amount planned for the coming year during the biennial priority needs hearing. The amount of supplemental and CDBG funds provided for this program in the past five fiscal years, and a five-year average of each, is shown in Attachment 2.

During the previous priority needs hearing in fall 2020, the idea of increasing the biennial supplemental General Fund amount based on increases in population was considered but not formally memorialized for ongoing consideration.

It is important to emphasize that the supplemental funding amount recommended at this time is used for planning purposes only and does not constitute a budget appropriation of any kind. Staff uses the recommended amount approved by City Council in November to indicate in the RFP how much funding of each type (CDBG or General Funds) is estimated to be available for human services

grants in the coming year. The RFP will emphasize that these amounts are just estimates and could change by the time the City budget is adopted in June 2023. The RFP will further note that any grant award recommendations are contingent on the amount of funding ultimately appropriated by Congress (for the CDBG funds) and City Council (for the General Funds).

FISCAL IMPACT

The recommended alternatives are consistent with the current Adopted Budget and 20-year Resource Allocation Plan, and therefore would have no fiscal impact on the General Fund. The recommended actions are for planning purposes only, to allow staff to solicit funding proposals, while formal appropriations for FY 2023/24 will be presented in the FY 2023/24 Recommended Budget for City Council consideration.

PUBLIC CONTACT

Public contact was made through posting of the Housing and Human Services agenda on the City's official-notice bulletin board, on the City's website, and by making the agenda and report available in the Office of the City Clerk.

ALTERNATIVES

Recommend the City Council:

1. Approve the list of priority needs as stated in the staff report, excerpted from the City's 2020-2025 Consolidated Plan submitted to the Department of Housing and Urban Development.
2. Approve the list of priority needs as stated in the staff report, excerpted from the City's 2020-2025 Consolidated Plan submitted to the Department of Housing and Urban Development, with modifications.
3. Approve supplemental funding in the amount of $135,000 for human services grants for FY 2023/24 and FY 2024/25.
4. Approve supplemental funding in the amount determined by the Commission for human services grants for FY 2023/24 and FY 2024/25.

STAFF RECOMMENDATION

Recommend to the City Council Alternatives 1 and 3: 1) Approve the list of priority needs as stated in the staff report, excerpted from the City's 2020-2025 Consolidated Plan submitted to the Department of Housing and Urban Development; and, 3) Approve supplemental funding in the amount of $135,000 for human services grants for FY 2023/24 and FY 2024/25.

The current list of priority needs is broad enough to encompass virtually all types of human services; therefore, modification of the list does not appear to be necessary. Continuing the supplemental funding amount of $135,000 is recommended because it is consistent with the City's past practice in accordance with City Council direction and with the 20-year Resource Allocation Plan. Staff does not recommend an increase in supplemental General Funds for FY 2023/24 and FY 2024/25 based on City financial projections and recent funding demand.

Prepared by: Leif Christiansen, Housing Programs Analyst
Reviewed by: Jenny Carloni, Housing Officer
Reviewed by: Trudi Ryan, Director, Community Development
Reviewed by: Teri Silva, Assistant City Manager

22-0093 **Agenda Date:** 10/26/2022

Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. Reserved for Report to Council
2. Five-Year Human Services Funding Levels
3. Link to Draft 2020-2025 Consolidated Plan

Five-Year Human Services Funding Levels

Fiscal Year	General Funds	CDBG	Total	GF %	CDBG %	Total
2017-18	$ 100,000.00	$ 181,275.00	$ 281,275.00	36%	64%	100%
2018-19	$ 100,000.00	$ 224,900.00	$ 324,900.00	31%	69%	100%
2019-20	$ 135,000.00	$ 191,568.00	$ 326,568.00	41%	59%	100%
2020-21	$ 135,000.00	$ 300,000.00	$ 435,000.00	31%	69%	100%
2021-22	$ 135,000.00	$ 201,484.00	$ 336,484.00	31%	69%	100%
5 - Year Average	$ 121,000.00	$ 219,845.00	$ 340,845.00	36%	64%	100%

Sunnyvale

RTC #: 22-1057

Document Title: Draft 2020-2025 Consolidated Plan

Link: https://www.sunnyvale.ca.gov/home/showpublisheddocument/2968/637822755807800000

City of Sunnyvale

Excerpt Meeting Minutes - Draft
Housing and Human Services Commission

Wednesday, October 26, 2022 | **7:00 PM** | **Teleconference Meeting: City Web Stream**

CALL TO ORDER

Chair Stetson called the meeting to order at 7 p.m.

ROLL CALL

Present: 6 - Chair Elinor Stetson
Vice Chair Leesa Riviere
Commissioner Jim Davis
Commissioner Scott Duncan
Commissioner Sue Harrison
Commissioner Ken Hiremath

Council Liaison Russ Melton (present)

2 22-0093 Biennial Review of Priority Needs for Human Services and Recommendation to City Council

Housing Programs Analyst Leif Christiansen gave the staff report and answered questions of staff.

Several commissioners expressed interest in increasing the amount of supplemental general funds. Officer Carloni noted that it was within the Commission's purview to make recommendations about the amount of the General Fund supplement. Commissioner Hiremath shared that this commission has proposed increases in the past and that the increases have been modest when successful.

Council liaison Russ Melton shared that he doesn't remember that any of the past proposals included an inflation index or anything similar.

Chair Stetson opened the public hearing at 7:24 p.m.

The following agency representatives spoke on behalf of their programs and the services that they provide. They noted that the need for their services continues to

grow in the community.

● Marie Bernard, Keisha Miller and David Hernandez, Sunnyvale Community Services, Food Program, WorkFirst Program and Tenant-Based Rental Assistance Program for lower-income Sunnyvale residents.
● Robin Raynolds, Bill Wilson Center, Individual and Group Counseling services for Sunnyvale residents.
● Mira Chandra, Child Advocates of Silicon Valley, CASA Program for children in foster care.
● Georgia Bacil, Senior Adults Legal Assistance, free legal services for Sunnyvale seniors.
● Robin Wise, Downtown Streets Team, WorkFirst Sunnyvale program for Sunnyvale unhoused individuals.
● Teresa Johnson, The Health Trust, Meals of Wheels program for seniors and homebound Sunnyvale residents.
● Nigel Felix and Aditi Ahmud, MidPen Housing, Non Profit Affordable Housing Provider at Carroll Street Inn serving Sunnyvale low-income special needs and senior residents.Seeking funding to make the property environmentally sustainable and energy-efficient.
● Anne-Marie Hong, AbilityPath, Adult Services Program for Sunnyvale residents with physical and developmental disabilities.
● Raisa Alam, Next Door Solutions for Domestic Violence, services for Sunnyvale survivors of domestic violence.
● Carole Conn, Project Sentinel, Tenant/Landlord Mediation Services and Fair Housing Services for Sunnyvale residents.
● Angelica Holguin and Nnanna Nkele, Silicon Valley Independent Living Center, Housing Assistance services for Sunnyvale residents.
● Cecilia Chu, Friends for Youth, Mentoring Services for Sunnyvale youth.
● Ann Peterson, Live Oak Adult Day Services, adult social day care services for seniors who are unable to care for themselves and their caregivers.

Chair Stetson closed the public hearing at 9:20 p.m.

After a short discussion Chair Stetson asked for a motion.

MOTION: Commissioner Duncan moved and Vice Chair Riviere seconded the motion to Recommend to the City Council Alternatives 1 and 3: 1) Approve the list of priority needs as stated in the staff report, excerpted from the City's 2020-2025 Consolidated Plan submitted to the Department of Housing and Urban

Development; and, 3) Approve supplemental funding in the amount of $135,000 for human services grants for FY 2023/24 and FY 2024/25 with an annual inflationary increase.
The motion carried by the following vote:

Yes: 6 - Chair Stetson
Vice Chair Riviere
Commissioner Davis
Commissioner Duncan
Commissioner Harrison
Commissioner Hiremath

No: 0

22-0975 **Agenda Date:** 11/1/2022

REPORT TO COUNCIL

SUBJECT

Award of Contract to Walsh Construction Company II, LLC for the Water Pollution Control Plant Secondary Treatment and Thickening/Dewatering Project (PW22-17); Amend an Existing Contract with Carollo Engineers, Inc. for Engineering Services During Construction (F23-048); Amend an Existing Contract with Psomas for Construction Management Services (F23-049); Authorize the City Manager to Execute a Lease Agreement with Mobile Modular; and Approve Budget Modification No. 5 in the Amount of $83,217,755.

REPORT IN BRIEF

Approval is requested for certain actions related to the Water Pollution Control Plant Secondary Treatment and Thickening/Dewatering Project (Project No. UY-21-07). Specifically, Council approval is recommended to:

A. Authorize the City Manager to take the following actions:
- Award a construction contract in substantially the same form as Attachment 2 to the report in the amount of $277,872,751 to Walsh Construction Company II, LLC, of Chicago, Il;
- Authorize the City Manager to execute the construction contract when all necessary conditions have been met;
- Approve a 7% construction contingency in the amount of $19,451,093;
- Approve a Third Amendment to a Consultant Services Agreement in substantially the same form as Attachment 3 to the report to increase the contract amount for Carollo Engineers Inc. of Walnut Creek by $6,889,452.03, from $19,598,797.78 to $26,488,249.81;
- Authorize the City Manager to execute the Third Amendment to the Consultant Services Agreement with Carollo Engineers Inc, when all necessary conditions have been met;
- Approve a 10% contingency for consultant services for Carollo Engineers, Inc. in the amount of $688,945;
- Approve an Amendment to a Consultant Services Agreement in substantially the same form as Attachment 4 to the report to increase the contract amount for Psomas of Culver City by $16,650,467, from $13,316,082 to $29,966,549;
- Authorize the City Manager to execute an Amendment to a Consultant Services Agreement with Psomas, when all necessary conditions have been met;
- Approve a 10% contingency for Psomas in the amount of $1,665,047;
- Authorize the City Manager to execute a Lease Agreement with Mobile Modular in the amount of $368,582.88;
- Accept the addendum to the previously certified Program Environmental Impact Report for the Sunnyvale Water Pollution Control Plant Master Plan (SCH #2015062037) pursuant to California Environmental Quality Act Guidelines (CEQA) Section 15164;

and

B. Approve Budget Modification No. 5 in the amount of $83,217,755to provide additional project funding.

BACKGROUND

The City of Sunnyvale's Water Pollution Control Plant (WPCP) was initially built in the 1950s and, with additions over the years, it has grown to a tertiary treatment facility that receives an average dry weather flow of 12 million gallons per day. In 2007, due to the age of the facility, the City conducted an asset condition assessment which identified several plant structures as at-risk and in need of rehabilitation. As a result, the City initiated several projects such as the rehabilitation of the WPCP's four digesters, sediment removal from the oxidation ponds, and improvements to the four air flotation tanks. The City also hired Brown and Caldwell to complete a Strategic Infrastructure Plan (SIP) aimed at deciding whether the City should renovate the existing plant processes or invest in new treatment processes to fulfill the WPCP's needs over the next 30 years. After completion of the SIP, a peer review was conducted by CH2M-Hill and the outcomes were reviewed by City Council in May 2011 and further discussed during a February 2012 Strategic Planning Workshop. At the conclusion of the workshop, the direction was to forego the renovation option and proceed with developing a plan that includes reconstructing the plant with new treatment processes.

The first major project was the design and construction of a new headworks and primary treatment facility, which takes the raw sewage from the conveyance pipelines and removes solids and sediment before the secondary treatment process. In May 2013, the City hired Carollo Engineers to complete the design of this project as well as develop a Master Plan for the entire WPCP reconstruction (RTC No. 13-108). The primary treatment facility was designed to be constructed in two separate phases, or "bid packages." The first package, "Site Preparation", included demolition and all work required to prepare the site for the main headworks and primary treatment improvements. The second bid package, "Headworks and Primary Treatment - Package 2", included replacement of the existing headworks and primary treatment facilities with new headworks and primary treatment facilities, existing facility modification/demolition, installation of major process equipment, electrical/instrumentation and control system improvements, and related support systems and facilities. Package 2 for the headworks and primary treatment facilities is nearing completion and has moved to the final startup and commissioning phase.

As part of the Master Plan process, the City identified the need to replace the existing secondary treatment process to ensure continued reliable treatment and help meet pending changes in regulatory limits for nutrients (nitrogen). The Master Plan identified a conventional activated sludge (CAS) process to replace all existing secondary treatment facilities (including oxidation ponds, fixed growth reactors, and air floatation tanks). The City adopted a staged approach for the implementation of the CAS process, with the first stage referred to as "Split Flow." Under Split Flow CAS Stage 1, the City would build a smaller conventional activated sludge facility (smaller than what would be required to treat all anticipated flows to the WPCP) and continue to use the existing oxidation pond treatment system to treat a portion of the wastewater flow, splitting flow between the existing and new secondary treatment systems. CAS Stage 1 is anticipated to operate until 2035, by which time secondary treatment will be converted to full CAS, replacing the oxidation pond system as the main form of nitrogen removal and secondary treatment. The new dewatering facilities will process activated sludge from CAS Stage 1 and will replace the existing contract sludge handling and dewatering operation.

When the projects in the Cleanwater Program were first defined, it was envisioned that Site Preparation work would be divided among projects based on the area of each contractor's construction. However, the number of concurrent projects with physical and schedule interdependencies scheduled during 2021-2025 created an opportunity to consolidate site preparation work into a single construction contract. Therefore, Capital Project 833210 now includes two construction packages: the Site Preparation package (currently in construction) and this main package for Secondary Treatment and Dewatering. Implementing the work in this way will reduce site conflicts and lower the risk of differing site conditions on future construction packages.

EXISTING POLICY

Pursuant to Chapter 2.09 of the Sunnyvale Municipal Code, City Council approval is required for construction contracts exceeding $250,000.

Section 1309 of the City Charter requires construction contracts to be awarded to the lowest responsive and responsible bidder.

Pursuant to Chapter 2.08 of the Sunnyvale Municipal Code, City Council approval is required for the procurement of goods and/or services exceeding $250,000 in any one transaction.

Pursuant to Sunnyvale 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 affirmative votes of at least four members so as to authorize the transfer of unused balances appropriated for one purpose to another, or to appropriate available revenue not included in the budget.

ENVIRONMENTAL REVIEW

On August 23, 2016, the City Council certified the Program Environmental Impact Report for the Sunnyvale Water Pollution Control Plant Master Plan (SCH #2015062037) (Master Plan PEIR) (RTC No. 16-0663). Section 15164 of the CEQA Guidelines provides that an agency shall prepare an addendum to a previously certified EIR "if some changes are necessary" but none of the conditions described in Section 15162 or 15163 of the CEQA Guidelines have occurred that would require preparation of the subsequent or supplemental EIR. Under Section 15162, a subsequent EIR is required when there are substantial changes to the project or circumstances that require "major revisions" to the previous EIR due to the involvement of "new significant environmental effects or the substantial increase in the severity of previously identified significant effects.

As stated in the Addendum, the project, which involves demolition of existing piping, new split flow conventional activated sludge treatment facilities, new thickening and dewatering facility, expansion of new 12 kV electrical distribution system, digester supernatant pump station and drainage piping improvements and a new standby diesel powered generator and fuel tank would not result in new or more severe significant impacts than those attributable to the project described in the Master Plan PEIR. As a result, an addendum to the Master Plan EIR has been prepared that explains the reasons why a subsequent or supplemental EIR or MND is not required (Attachment 5 to this report).

Although Section 15164 of the CEQA Guidelines does not require an addendum to be circulated for public review, circulation is required by the State Revolving Fund (SRF) CEQA-Plus requirements. Therefore, the second addenda prepared for the Secondary Treatment and Dewatering Construction Package has been circulated to comply with CEQA Plus requirements related to the State Revolving Funds (SRF) and received no comments. The first addenda was also circulated and received no comments as part of the Site Preparation Package award (RTC 21-0756) to Ranger Pipelines.

DISCUSSION

The current method of secondary treatment for the incoming wastewater stream is accomplished through the pond system which includes the oxidation ponds, fixed growth reactors and dissolved air floatation tanks. The incoming wastewater contains high levels of nitrogen, which must be treated to meet upcoming regulatory requirements before discharge into the Bay. The existing pond system cannot remove nitrogen to these standards. The pond system is also aging and becoming less reliable over time.

The Secondary Treatment and Thickening/Dewatering Project (Project No. UY-21-07) (Project) will provide new treatment facilities resulting in controllable and consistent treatment that will meet upcoming nutrient requirements. The elements of the project consist of several new treatment facilities containing primary effluent distribution structure, two aeration basins, side stream treatment system, blower building and aeration blowers, four secondary clarifiers, two combined return activated sludge/waste activated sludge pump stations, thickening and dewatering building and equipment, digested sludge storage tank, cake storage and truck loading facility, odor control system and polymer storage and feed systems. Additionally, the package includes replacing or repairing utilities, piping, electrical and other miscellaneous equipment.

In an effort to control and level project costs, the City pre-negotiated the price of six pieces of major equipment with the product vendors. Six memoranda of understanding between the City and vendors were developed and issued as part of the bidding documents to establish the agreed upon scope of supply and price for each equipment item. Each contractor bidding on the project would have the same pricing in their bids for each of these six major pieces of equipment.

The construction project was advertised on April 29, 2022 for competitive bidding. It was posted on the City's DemandStar public procurement network, distributed to the Bay Area Builders Exchange, provided directly to multiple construction companies and published on the City's website. One hundred thirty-seven (137) contractors requested bid documents and sealed bids were publicly opened on August 24, 2022, with three bids received.

Walsh Construction Company II, LLC submitted the lowest responsive and responsible bid in the amount of $277,872,751 (Attachment 1, Bid Summary). The bid is 13.4% above the engineer's estimate of $240,000,000. A 7% change order construction contingency is requested in the amount of $19,451,093. This is consistent with contingencies allocated for other large construction projects within the City.

Engineering Contract Amendment

The design agreement with Carollo Engineers, Inc. (Carollo) included $4,697,502 in fees for engineering services during construction on a project which was estimated at the time to have a construction value of approximately $158,000,000. As previously presented (RTC No. 18-0687, RTC No. 20-0052, and RTC No. 21-0049), due to the scale and complexity of this design, the total estimated construction value has increased by approximately 80% since Carollo's agreement was executed in 2017. Additionally, informal benchmarking recently determined that engineering services during construction for complex treatment plant projects typically average 4-6% of the construction cost. Initial fees allocated for engineering services during construction are inadequate for services needed to project completion. Staff believes that the additional $6,889,452.03 requested for the consultant contract is reasonable considering the magnitude and complexity of the project. In addition, a 10% contingency is requested in the amount of $688,945.

Construction Management Contract Amendment

Council approved the award of a five-year contract to Psomas (previously The Covello Group, Inc.) on May 5, 2015 (RTC No. 15-0431) for construction management services for the Primary Treatment and Headworks Facility. The engagement of a construction management firm is anticipated to be required through the duration of the Cleanwater Program. As successive projects are designed, the effort to manage construction is progressively defined and negotiated.

Approval is now requested to amend an existing contract with Psomas to add funds for award of Construction Management Services for the Secondary Treatment and Thickening/Dewatering Project. The additional contract increase of $16,650,467 will increase the current not to exceed amount from $13,316,082 to $29,966,549. Approval is also requested for a 10% contingency for these increased services in the amount of $1,665,047.

Site Preparation Lease Agreement

Council awarded the Site Preparation Project to Ranger Pipelines for construction services (RTC No. 21-0756). Part of the Site Preparation Project had the contractor coordinate and secure leases for a temporary trailer for City staff. The delivery and set-up of the trailers is covered under a bid item of the Site Preparation Project. The temporary trailer would be located on top of the demolished existing Primary Sedimentation Tanks to replace a meeting room and offices on top of the influent pumps that will be demolished. Because the term of the lease needed exceeded the term of the secondary treatment (?) construction contract, the City would take over the lease of the trailer. The contractor provided two trailer companies, Mobile Modular and Wilscott, for the City to review the terms and conditions. The City reviewed and negotiated the terms and conditions with the trailer companies and found that Mobile Modular had terms and conditions most suitable for the City.

Approval is now requested to allow the City Manager or his designee to execute the lease agreement with Mobile Modular for a monthly cost of $6,848.47 per month for 48 months. The start date of the lease would be June 30, 2023

FISCAL IMPACT

In order to fund this phase of the SCWP, the City has applied for and obtained two significant low interest loans, $220,600,000 from the Environmental Protection Agency's Water Infrastructure Financing and Innovation Act (WIFIA) at 1.56% and $302,100,000 from California Clean Water State Revolving Fund (SRF). The SRF loan provides sufficient funding for the increased costs from this

project; however, the project budgets within the program need to be adjusted accordingly. Additionally, it is important to note that while the loan was obtained, it was for a higher total amount than originally anticipated. This will impact the City's rates for wastewater due to the increased costs associated with servicing the loan. Furthermore, staff anticipates needing to further adjust the various projects associated with the Program for cost escalation that is higher than planned, and to update them based on the most recent engineering estimates. Currently, projected rates range from 3%-4% per year. It is anticipated that the rate impact will be an additional 2%-6% per year for the next 3-6 years in order to establish the revenue base needed to fund the debt and address escalating costs, after which rates will return to more moderate levels. Staff will bring these adjustments with the FY 2023/24 Recommended Budget.

Normally, a budget modification would only encompass the current year's budget; however, given the multi-year spending needs, Budget Modification No. 5 has been prepared to increase the project budgets from inception to the twentieth year for two projects in support of this contract award. Accordingly, the total budget modification is $83,217,755.

Budget Modification No. 5
FY 2022/23

	Current	**Increase/ (Decrease)**	**Revised**
Wastewater Management Enterprise Fund			
Expenditures			
Project 833210 - Secondary Treatment & Thickening/Dewatering - CAS Stage 1	$274,259,178	$64,902,241	$339,161,419
831470 - SCWP Construction Management	$35,566,001	$18,315,514	$53,881,515

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall, at the Sunnyvale Public Library, Senior Center, Community Center and in the Department of Public Safety Lobby. In addition, the agenda and report are available at the Sunnyvale Public Library, Office of the City Clerk, and on the City's website.

ALTERNATIVES

1. A. Authorize the City Manager to take the following actions:
   - Award a construction contract in substantially the same form as Attachment 2 to the report in the amount of $277,872,751 to Walsh Construction Company II, LLC;
   - Authorize the City Manager to execute the construction contract when all necessary conditions have been met;
   - Approve a 7% construction contingency in the amount of $19,451,093;

- Approve a Third Amendment to a Consultant Services Agreement in substantially the same form as Attachment 3 to the report to increase the contract amount by $6,889,452.03, from $19,598,797.78 to $26,528,249.81 for Carollo Engineers Inc.;
- Authorize the City Manager to execute the Third Amendment to the Consultant Services Agreement with Carollo Engineers Inc., when all necessary conditions have been met;
- Approve a 10% contingency for consultant services with Carollo Engineers Inc. in the amount of $688,945;
- Approve an Amendment to a Consultant Services Agreement in substantially the same form as Attachment 4 to the report in the amount of $16,650,467 to Psomas;
- Authorize the City Manager to execute an Amendment to a Consultant Services Agreement with Psomas, when all necessary conditions have been met;
- Approve a 10% contingency for consultant services with Psomas in the amount of $1,665,047;
- Authorize the City Manager to execute a Lease Agreement with Mobile Modular in the amount of $328,726.56;
- Accept the addendum to the previously certified Program Environmental Impact Report for the Sunnyvale Water Pollution Control Plant Master Plan (SCH #2015062037) pursuant to California Environmental Quality Act Guidelines (CEQA) Section 15164; and

B. Approve Budget Modification No. 5 in the amount of $83,217,755to provide additional funding.

2. Do not award the construction contract and other actions stated in Alternative 1.

3. Take other action as determined by Council.

STAFF RECOMMENDATION

Alternative 1:

A. Authorize the City Manager to take the following actions:
- Award a construction contract in substantially the same form as Attachment 2 to the report in the amount of $277,872,751 to Walsh Construction Company II, LLC;
- Authorize the City Manager to execute the construction contract when all necessary conditions have been met;
- Approve a 7% construction contingency in the amount of $19,451,093;
- Approve a Third Amendment to a Consultant Services Agreement in substantially the same form as Attachment 3 to the report to increase the contract amount by $6,889,452.03, from $19,598,797.78 to $26,528,249.81 for Carollo Engineers Inc.;
- Authorize the City Manager to execute the Third Amendment to the Consultant Services Agreement with Carollo Engineers Inc., when all necessary conditions have been met;
- Approve a 10% contingency for consultant services with Carollo Engineers Inc. in the amount of $688,945;
- Approve an Amendment to a Consultant Services Agreement in substantially the same form as Attachment 4 to the report in the amount of $16,650,467 to Psomas;
- Authorize the City Manager to execute an Amendment to a Consultant Services Agreement with Psomas, when all necessary conditions have been met;
- Approve a 10% contingency for consultant services with Psomas in the amount of $1,665,047;
- Authorize the City Manager to execute a Lease Agreement with Mobile Modular in the amount of $328,726.56;

- Accept the addendum to the previously certified Program Environmental Impact Report for the Sunnyvale Water Pollution Control Plant Master Plan (SCH #2015062037) pursuant to California Environmental Quality Act Guidelines (CEQA) Section 15164; and

B. Approve Budget Modification No. 5 in the amount of $83,217,755to provide additional funding.

Prepared by: Gregory S. Card, Purchasing Officer
Reviewed by: Timothy J. Kirby, Director of Finance
Reviewed by: Chip Taylor, Director of Public Works
Reviewed by: Teri Silva, Assistant City Manager
Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. Bid Summary
2. Draft General Construction Contract
3. Draft Amendment to Consultant Services Agreement with Carollo Engineers Inc.
4. Draft Amendment to Consultant Services Agreement with Psomas
5. Addendum to the Master Plan PEIR
6. Lease Modular Agreement

Sunnyvale				Walsh Construction Company II, LLC		Kiewit Infrastructure West Co.		Flatiron West, Inc.	
				929 West Adams Street Chicago, IL 60607		4650 Business Center Dr., Fairfield, CA 94534		1200 Concord Ave., Ste 465 Concord, CA 94520	
IFB	PW22-17 Secondary Treatment and Dewatering Project Project No. UY-21-07			Sean C. Walsh		Eric M. Scott		Sarah Tacker	
Item	Description	QTY	UNIT	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization/Demobilization including SWPPP (not to exceed 5 percent of Total Bid Price)	1	LS*		$ 13,000,000.00		$ 15,200,000.00		$ 17,900,000.00
2	Sheeting, shoring, and bracing, or equivalent method for the protection of life and limb in trenches and open excavations, pursuant to California Labor Code Sections 6705 and 6707	1	LS*		$ 6,527,291.00		$ 14,600,000.00		$ 9,900,000.00
3.1	Pre-negotiated amount for Demon Sidestream Treatment System Specification Section 11195. Refer to the Memorandum of Agreement	1	LS*		$ 3,726,735.00		$ 3,726,735.00		$ 3,726,735.00
3.2	Price adjustments for Demon Sidestream Treatment System Specification Section 11195, if needed	1	LS*		$ 402,941.00		$ 500,000.00		$ 1.00
4.1	Pre-negotiated amount for Cake Pumping System Section 11313Q. Refer to the Memorandum of Agreement	1	LS*		$ 2,752,600.00		$ 2,752,600.00		$ 2,752,600.00
4.2	Price adjustments for Cake Pumping System Section 11313Q, if needed	1	LS*		$ 258,231.00		$ 300,000.00		$ 1.00
5.1	Pre-negotiated amount for Rotary Drum Thickeners Section 11382. Refer to the Memorandum of Agreement	1	LS*		$ 1,069,817.00		$ 1,069,817.00		$ 1,069,817.00
5.2	Price adjustments for Rotary Drum Thickeners Section 11382, if needed	1	LS*		$ 138,445.00		$ 125,000.00		$ 1.00
6.1	Pre-negotiated amount for Dewatering Screw Press System Section 11384. Refer to the Memorandum of Agreement	1	LS*		$ 1,402,500.00		$ 1,402,500.00		$ 1,402,500.00
6.2	Price adjustments for Dewatering Screw Press System Section 11384, if needed	1	LS*		$ 130,169.00		$ 160,000.00		$ 1.00

IFB	PW22-17 Secondary Treatment and Dewatering Project Project No. UY-21-07			Sean C. Walsh		Eric M. Scott		Sarah Tacker	
Item	Description	QTY	UNIT	Unit Price	Total	Unit Price	Total	Unit Price	Total
7.1	Pre-negotiated amount for Diesel Fueled Engine Generator Specification Section 16232. Refer to the Memorandum of Agreement	1	LS*	[redacted]	$ 1,846,358.00	[redacted]	$ 1,846,358.00	[redacted]	$ 1,846,358.00
7.2	Price adjustments for Diesel Fueled Engine Generator Specification Section 16232, if needed	1	LS*		$ 167,837.00		$ 470,000.00		$ 1.00
8	Additional Bollards (REVOCABLE)	20	Each	$ 1,565.50	$ 31,310.00	$ 690.00	$ 13,800.00	$ 1,200.00	$ 24,000.00
9	PCS System Computers and Hardware Per Section 01026	1	Allowance		$ 30,000.00	Allowance	$ 30,000.00		$ 30,000.00
10	Relocate/Repair Existing Utility Conflicts Per Section 01026	1	Allowance		$ 200,000.00	Allowance	$ 200,000.00		$ 200,000.00
11	Replace or Rehabilitate Miscellaneous Electrical, Mechanical, and Communication Equipment Per Section 01026	1	Allowance		$ 100,000.00	Allowance	$ 100,000.00		$ 100,000.00
12	Purchase Miscellaneous Operations and Maintenance Equipment Items Per Section 01026	1	Allowance		$ 100,000.00	Allowance	$ 100,000.00		$ 100,000.00
13	Builder's Risk Insurance for Acts of God as defined by California Public Contract Code section 7105 to cover 95% of Total Bid Price	1	LS*	[redacted]	$ 3,523,451.00	[redacted]	$ 6,900,000.00	[redacted]	$ 10,000,000.00
14	All other work required	1	LS*		$242,465,066.00		$251,562,000.00		$309,800,000.00
	Bid Total				$277,872,751.00		$301,058,810.00		$358,852,015.00
	Surety			10% Bid Bond		10% Bid Bond		10% Bid Bond	
	License			A		A, B, C10, C31, C36, HAZ		A	
	Sub Contractor			Electrical	Blocka Construction, Inc	Piling	Foundation Conctractors, Inc.	Electrical and I&C	Cupertino Electric, Inc.
				HVAC	Air System, Inc.	Prestressed Concrete Tank	DN Tanks	Auger Cast Piles	Malcom Drilling Co., Inc.
				Temporary Shoring	Foundation Conctractors, Inc.	Electrical (Labor Only)	Mass Electric Construction Co.	Reinforcing Steel	Camblin Steel Service, Inc.

IFB	PW22-17 Secondary Treatment and Dewatering Project Project No. UY-21-07			Sean C. Walsh		Eric M. Scott		Sarah Tacker	
Item	Description	QTY	UNIT	Unit Price	Total	Unit Price	Total	Unit Price	Total
				rebar Supply & Install	Camblin Steel	Rebar	Pacific Steel Group	Painting/Coating	Techno Coatings, Inc.
				Coatings	Murphy Industrial Coatings	Paint & Coating	FD Thomas, Inc.	HVAC	Blocka Construction, Inc.
				Metal Supply & Install	GTE Metals	HVAC	Blocka Construction, Inc.	Prestressed Tanks	DN Tanks, LLC
				Decking Shoring	Skyline Scaffold	Masonry Block	Cal-Tex Masonry, Inc		
				Prestressed Concrete Tank	DN Tanks	Potholing	Bess Testlab, Inc.		
				Trucking/Off Haul	Mag Trucking	Door & Hardware Supply	Opening Technologies, Inc.		
				Underground Utility Locating	EXARO Technologies Corporation	Shoring Install	Pacific Coast Drilling Co, Inc.		
				Metal Roofing	King's Roofing	Cathodic Protection & Corrosion Control	Farwest Corrosion Control		
				Saw Cut & Core Drill	Bay Line Cutting & Coring	Copper Pipe Supply	Capital Flow		
				Demolition, Saw-cut, Utlity Removal	Advantage Demolition & Grading, Inc.	Bollards	Crusader Fence Company, LLC		
						AC Paving	Q.A. Constructors, Inc.		

Bid Summary

IFB	PW22-17 Secondary Treatment and Dewatering Project Project No. UY-21-07			Sean C. Walsh		Eric M. Scott		Sarah Tacker	
Item	Description	QTY	UNIT	Unit Price	Total	Unit Price	Total	Unit Price	Total
						Minor Concrete	De Haro Ramirez Group		
						Pre-Engineering Metal Building	Quality Erectors & Construction, Inc.		
						Paint & Coating	F.D. Thomas, Inc.		
						HVAC	Blocka Construction, Inc.		
		Bid Alternate Schedule							
Item	Description	QTY	UNIT	Unit Price	Total	Unit Price	Total	Unit Price	Total
A	Hydrocyclone Facility				$ 2,691,535.00		$ 2,523,068.00		$ 4,278,069.00
	A 1 . Pre-negotiated amount for Selective Sludge Wasting Hydrocyclones Specification Section 11185	1	LS*		$ 478,068.00		$ 478,068.00		$ 478,068.00
	A2 Price adjustments for Selective Sludge Wasting Hydrocyclones Specification Section 11185, if needed	1	LS*		$ 49,589.00		$ 45,000.00		$ 1.00
	A3 All other associated work	1			$ 2,163,878.00		$ 2,000,000.00		$ 3,800,000.00
3.2	RAS/WAS Pump Station Canopy	1	LS*		$ 570,174.00		$ 600,000.00		$ 1,500,000.00
Note: 1. Bid Alternate A is the sum of A1, A2, and A3.									
	Total Bid Alternate (Items A-B)				$ 3,261,709.00		$ 3,123,068.00		$ 5,778,069.00

Public Works Project No. UY-21-07
City of Sunnyvale Secondary Treatment and Dewatering Project

AGREEMENT

DRAFT GENERAL CONSTRUCTION CONTRACT BETWEEN THE CITY OF SUNNYVALE AND WALSH CONSTRUCTION COMPANY II, LLC

THIS AGREEMENT made and entered into this _____, 2022, between the CITY OF SUNNYVALE, a California chartered municipal corporation, hereinafter referred to as the "City" or "Owner", and WALSH CONSTRUCTION COMPANY II, LLC, an Illinois limited liability company, hereinafter referred to as the "Contractor".

RECITALS

WHEREAS, the Sunnyvale City Council ("City Council") heretofore caused Drawings and Specifications for the Work hereinafter mentioned to be prepared, and therefore did approve and adopt the Drawings and Specifications on April 29, 2022 (IFB #PW22-17, Public Works Project #UY-21-07); and

WHEREAS, the City Council did cause to be published for the time and in the manner required by law, a Notice inviting sealed Bids for the performance of the Work; and

WHEREAS, Contractor, in response to such Notice, submitted to the City Council within the time specified in the Notice, and in the manner provided for therein, a sealed Bid for the performance of the Work specified in the Contract Documents, which the Bid, and the other Bids submitted in response to the Notice, the City publicly opened and canvassed in the manner provided by law; and

WHEREAS, Contractor was the lowest responsible Bidder for the performance of the Work, and the City Council, as a result of the canvass of the Bids, did determine and declare Contractor to be the lowest responsible Bidder for the Work and award a Contract to Contractor to do the Work referred to in the aforementioned plans and specifications (RTC No. 22-0975); and

WHEREAS, Contractor is ready, willing, and able to complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings and all other terms and conditions of the Contract Documents; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter, the City and Contractor agree as follows:

AGREEMENT

ARTICLE 1 – SCOPE OF WORK

1.1 The Work. Contractor shall furnish all labor, materials, tools, apparatus, equipment, transportation, insurance, bonds, special services, and skill ("the Work") to construct and complete in good workmanlike and substantial manner to the satisfaction of the City all the Work called for, and in the manner designated in, and in strict conformity with the Contract Documents for the project entitled: **City of Sunnyvale Secondary Treatment and Dewatering Project**. All incidental work not shown on the Plans or specified herein which is necessary to complete the Work so as to provide the project described, or shown, shall be furnished, and installed as part of this Contract at no additional cost to the City.

1.2 **Location of Work.** The Work will be performed at the following location: City of Sunnyvale,

CA as shown on the Contract Drawings.

ARTICLE 2 – CONTRACT DOCUMENTS

2.1 Contract Documents.

The documents listed below are herein referred to as the "Contract Documents":

- Introductory Information (Sections 00005 through 00010).
- Bidding Requirements (Sections 00100 through 00499. Does not include Section 00300, Supplemental Project Information Available to Bidders).
- Contracting Requirements (Sections 00500 through 00999).
- General Requirements (Division 1).
- Technical Specifications (Division 2 and all other Divisions following).
- City of Sunnyvale Standard Specifications for Public Works Construction, Revised July 2019.
- City of Sunnyvale Standard Details for Public Works Construction, Revised June 2019.
- Contract Drawings.
- Addenda (numbers 1 to 10, inclusive).
- Permits from other agencies as may be required by law.
- All other documents incorporated by reference into these Contract Documents.
- The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    - Notice to Proceed (Section 00600);
    - Field Directive(s);
    - Change Order(s);
    - Unilateral Change Order; and
    - Field Order(s).

2.2 Not Contract Documents. There are no Contract Documents other than those listed in this Section 00510, Article 2.1, Contract Documents. As stated in Article 2.1 above, **Contract Documents,** above, Section 00300, Supplemental Project Information Available to Bidders, and the information supplied therein, are not Contract Documents. The Contract Documents may only be amended, modified, or supplemented as provided for in Section 00700, General Conditions and Section 00800, Supplementary General Conditions**.**

2.3 Definitions and Terms. Unless otherwise specifically provided herein, all terms, words and phrases defined in Section 00700, Article 1.02, Definitions of Words and Terms, shall have the same meaning and intent in this Agreement.

2.4 Entire Contract; Interpretation. This Agreement, together with the Contract Documents, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior oral or written agreements between the Parties with respect thereto (including without limitation, City's award of the Contract to Contractor and any applicable letter of intent), unless such agreement is expressly incorporated herein. City makes no representations or warranties, express or implied, not specified in this Agreement or the Contract Documents. This Agreement and the Contract Documents are the product of negotiation between the Parties.

Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code § 1654) that ambiguities are to be construed against the drafting party shall not be employed in the interpretation of this Agreement or the Contract Documents.

2.5 Severability. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

2.6 Amendments. The terms of this Agreement or the Contract Documents shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever except as authorized by the Contract documents or by a written instrument signed by the Parties.

2.7 Further Assurances. The Parties shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement and the Contract Documents.

ARTICLE 3 – CONTRACT PRICE

3.1 Contract Price Breakdown. Subject to additions and deductions by Change Order(s) as provided in the Contract Documents, the City agrees to pay and Contractor agrees to accept, in full payment for completion of the Work in accordance with the Contract Documents as follows:

BID SCHEDULE

Item No.	Description	Quantity	Unit of Measure	Unit Price	Base Bid Amount
1	Mobilization/Demobilization including SWPPP (not to exceed 5 percent of Total Bid Price)	1	Lump Sum	$13,000,000	$13,000,000
2	Sheeting, shoring, and bracing, or equivalent method for the protection of life and limb in trenches and open excavations, pursuant to California Labor Code Sections 6705 and 6707	1	Lump Sum	$6,527,291	$6,527,291
3	3-1 Pre-negotiated amount for Demon Sidestream Treatment System Specification Section 11195. Refer to the Memorandum of Agreement	1	Lump Sum	$3,726,735	$3,726,735[AD4]
	3-2 Price adjustments for Demon Sidestream Treatment System Specification Section 11195, if needed	1	Lump Sum	$402,941	$402,941

Item No.	Description	Quantity	Unit of Measure	Unit Price	Base Bid Amount
4	4-1 Pre-negotiated amount for Cake Pumping System Section 11313Q. Refer to the Memorandum of Agreement	1	Lump Sum	$2,752,600	$2,752,600[AD4]
	4-2 Price adjustments for Cake Pumping System Section 11313Q, if needed	1	Lump Sum	$258,231	$258,231
5	5-1 Pre-negotiated amount for Rotary Drum Thickeners Section 11382. Refer to the Memorandum of Agreement	1	Lump Sum	$1,069,817	$1,069,817[AD4]
	5-2 Price adjustments for Rotary Drum Thickeners Section 11382, if needed	1	Lump Sum	$138,445	$138,445
6	Pre-negotiated amount for Dewatering Screw Press System Section 11384. Refer to the Memorandum of Agreement	1	Lump Sum	$1,402,500	$1,402,500[AD4]
	6-2 Price adjustments for Dewatering Screw Press System Section 11384, if needed	1	Lump Sum	$130,169	$130,169
7	7-1 Pre-negotiated amount for Diesel Fueled Engine Generator Specification Section 16232. Refer to the Memorandum of Agreement	1	Lump Sum	$1,846,358	$1,846,358[AD4]
	7-2 Price adjustments for Diesel Fueled Engine Generator Specification Section 16232, if needed	1	Lump Sum	$167,837	$167,837
8	Additional Bollards (REVOCABLE)	20	Each	$1,565.50	$31,310
9	PCS System Computers and Hardware Per Section 01026	1	Allowance		$30,000
10	Relocate/Repair Existing Utility Conflicts Per Section 01026	1	Allowance		$200,000
11	Replace or Rehabilitate Miscellaneous Electrical, Mechanical, and Communication Equipment Per Section 01026	1	Allowance		$100,000
12	Purchase Miscellaneous Operations and Maintenance	1	Allowance		$100,000

Item No.	Description	Quantity	Unit of Measure	Unit Price	Base Bid Amount
	Equipment Items Per Section 01026				
13	Builder's Risk Insurance for Acts of God as defined by California Public Contract Code section 7105 to cover 95% of Total Bid Price	1	Lump Sum	$3,523,451	$3,523,451
14	All other work required	1	Lump Sum	$242,465,066	$242,465,066

Progress and final payments shall be in accordance with the General Conditions.

When, under the provisions of this Agreement, the City shall charge any sum of money against Contractor, City shall deduct and retain the amount of such charge from the amount of the next succeeding progress estimate, or from any other moneys due or that may become due to the Contractor from City. If, on completion or termination of the Contract, sums due Contractor are insufficient to pay City's charges against him, the City shall have the right to recover the balance from Contractor or its sureties. Compensation for Unit Price Items shall be based upon the unit prices stated in above schedule times the actual quantities or units of work and materials performed or furnished. Unit prices paid by the City may change depending on actual quantities or units or work completed in accordance with Section 00700-9.04, Increased or Decreased Quantities.

3.2 Substitution of Securities for Money Withheld. At any time prior to final payment, Contractor may request substitution of securities for any money withheld by the City to ensure performance of the Agreement in the manner as provided by California Public Contract Code §22300. At the expense of Contractor, securities equivalent to the money withheld may be deposited with the City or with an approved financial institution as escrow agent according to a separate Security Agreement. Securities eligible for substitution shall include those listed in §16430 of the California Government Code or bank or savings and loan certificates of deposit.

ARTICLE 4 – CONTRACT TIMES

4.1 Time is of the Essence. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of this Agreement.

4.2 Commence Work. Contractor shall commence execution of the Work on the date established in the Notice to Proceed. The City reserves the right to modify or alter the Commencement Date of the Work.

4.3 Days to Achieve Contract Times. The Contractor shall diligently execute the Work to complete each Milestone listed below within the following number of consecutive calendar days from the date established in the Notice to Proceed for the commencement of the Contract Time.

TIMES ALLOWED FOR COMPLETION

Contractual Completion Event	Completion Time (# of calendar days from

	Notice to Proceed date) or Seasonal Dates
Substantial Completion	1,057[AD7] from NTP 3

Milestones – Milestones are further defined in Section 01010, Summary of Work, and Section 00800, Supplementary General Conditions.

4.4 Liquidated Damages. The City and Contractor recognize that time is of the essence of this Agreement and that the City will suffer financial loss if the Work is not completed within the contract times specified in Article 4.3, **Days to Achieve Contract Times,** above. The actual fact of the occurrences of damages and the actual amount of the damages which City would suffer if the Work were not completed within the specified times set forth above are dependent upon many circumstances and conditions which could prevail in various combinations, and, from the nature of the case, it would be impracticable and extremely difficult to fix the actual damages.

Damages which City would suffer in the event of delay include loss of the use of the Project, and, in addition, expenses of prolonged employment of an architectural and engineering staff; costs of administration, construction management, inspection, and supervision; the loss suffered by the public within the City's constituent cities by reasons of the delay in the completion of the project to serve the public at the earliest possible time; and, costs associated with ongoing and extended permit compliance.

Accordingly, the City and Contractor agree that as liquidated damages for delay, in accordance with California Government Code Section 53069.85, Contractor will forfeit and pay to the City liquidated damages in the amounts set forth in the table below, per day for each and every calendar day that expires after the time for completion specified in the above Section 4.3, Days to Achieve Contract Times, except as otherwise provided by extension of time pursuant to Section 00700-8.04, Time Extensions, of the General Conditions.

It is further understood and agreed in accordance with California Government Code Section 53069.85 that the liquidated damages sum specified in this provision is not manifestly unreasonable under the circumstances existing at the time this Agreement was made, and that the City may deduct liquidated damages sums in accordance with this provision from any payments due or that may become due Contractor.

Damages for Delays

Milestone	Contractual Completion Event	Dollars Per Day Liquidated Damages (Amount in Dollars)
	Substantial Completion	$10,000

4.5 Damages for Violations of Environmental Impact Mitigation Requirements. Contractor recognizes that the City has defined environmental controls for the Work to promote compliance with the environmental impact mitigation requirements identified in the City's certified Programmatic Environmental Impact Report and related mitigation monitoring and reporting plan for the Work. In addition to the liquidated damages specified in the above Section 4.4, **Liquidated Damages**, the City and Contractor agree that penalties imposed on and costs incurred by the City as a result of violations of such requirements caused by the actions or inactions of the

Contractor, its employees, agents, or subcontractors, Contractor will forfeit and pay the City any and all penalties and costs for such violations, up to a maximum of $10,000 per calendar day. Costs related to such penalties and violations include, without limitation, City staff time, City equipment costs, materials, City's consultants, and legal fees.

ARTICLE 5 – INSURANCE AND BONDS

5.1 Indemnification.

Contractor shall indemnify and hold harmless the City, Construction Manager, Design Engineer, Funding Agencies, and their directors, elected officials, officers, officials, employees, agents, consultants, attorneys, divisions, related agencies and entities, successors and assigns, contractors and representatives, and volunteers in accordance with the General Conditions and the Supplementary Special Conditions.

5.2 Insurance.

The City requires that Contractor shall maintain insurance requirements on the Pacific Insurance Network System (PINS). Contractor shall procure and maintain during the life of this Agreement, policies of insurance and provide all certificates or endorsements in accordance with the General Conditions and the Supplementary Special Conditions. By execution of this Agreement, the Contractor certifies as follows:

"I am aware of the provisions of California Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this contract."

5.3 Faithful Performance Bond and Payment Bond. The Contractor, simultaneously with the execution of the Agreement, will be required to furnish a Faithful Performance Bond to guarantee the Faithful Performance of the Contract equal to one hundred (100%) of the Total Contract Price set forth in Article 4 and a Payment Bond required by Part 4, Title 15, Chapter 7, Division Three of the Civil Code of the State of California equal to one hundred percent (100%) of the Total Contract Price set forth in Article 4. The bonds must be issued by a surety company admitted in California and with a current A.M. Best's rating of no less than A-VIII or equivalent, unless otherwise approved by Agency.

Any alteration(s) made in any provision of this Agreement shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alteration(s) is hereby given, and any surety on said bonds hereby waives the provisions of Sections 2819 and 2845 of the California Civil Code.

Contractor must submit the following document with the bonds: The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws or other instrument entitling or authorizing the person who executed the bond to do so.

ARTICLE 6 – CITY'S REPRESENTATIVE(S) AND AUTHORITY'S CONSULTANTS

6.1 City's Representative. The City has designated **Allison Boyer,** or his/her designee to act as City's Representative. The 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 Representative at any time with notice and without liability to Contractor. Each City's

Representative is the beneficiary of all Contractor obligations to the City, including without limitation, all releases, and indemnities. All documents requiring the signature/approval of City shall be signed by the City's Representative.

6.2 Design Engineer. The City has designated **Carollo Engineers** to act as Design Engineer. The Design Engineer is included within and covered by Contractor's release and indemnity obligations to the City.

6.3 Construction Manager. The City has designated **Psomas** to act as Construction Manager. The City may assign, upon mutual agreement, all or part of the City's Representative's duties, rights, and responsibilities to the Construction Manager. The Construction Manager is the beneficiary of all Contractor obligations to the City, including without limitation, all releases, and indemnities.

ARTICLE 7 – CONTRACTOR'S REPRESENTATIONS

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

A. Contractor has visited the Site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual 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 means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.

B. Contractor has examined thoroughly and understood all reports of exploration and tests of subsurface conditions, record drawings, drawings, products specifications, or reports, available for bidding purposes, of physical conditions, including Underground Facilities, which are identified in Section 00300, Supplemental Project Information Available to Bidders**,** or which may appear in the Contract Documents. Contractor further acknowledges and agrees that, in executing the Agreement, it is relying on its own observation of (1) the site of the Work, (2) access to the Site, (3) all other data and matters requisite to the fulfillment of the Work and on its own knowledge of existing facilities on and in the vicinity of the site of the Work to be constructed under the Contract, (4) the conditions to be encountered, (5) the character, quality and scope of the proposed Work, (6) the quality and quantity of the materials to be furnished, and (7) the requirements of the Contract, the plans, the specifications, and other related information made available to Contractor by the City.

C. 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.

D. Contractor has given the City prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and record drawings and actual conditions and the written resolution thereof (if any) through Addenda issued by the City is acceptable to Contractor.

E. 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.

F. 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.

Contractor has listed the following Subcontractors consistent with the Subcontractor Listing Law, California Public Contract Code §4100 *et seq*.: **Name of Subcontractor and Address of Mill or Shop**	**Description of Subcontractor's Work**	**Subcontractor's License No.**	**DIR Registration No.**
Blocka Construction, Inc. (13.57%)	Electrical	679326	1000000447
Air Systems, Inc. (2.01%)	HVAC	855330	1000008723
Foundation Constructors, Inc. (1.40%)	Temporary Shoring	270761A	1000005585
Foundation Constructors, Inc. (1.44%)	Auger Cast Piles	270761A	1000005585
Camblin Steel (3.05%)	Rebar	218839	1000000385
Murphy Industrial Coatings (1.21%)	Coatings	310594	1000005885
GTE Metals (2.9%)	Metal F&I	668344	1000005201
Skyline Scaffold (0.59%)	Decking Shoring	858633	1000000114
DN Tanks (0.88%)	Prestressed Concrete Tank	1080890	1000820128
Mag Trucking (1.21%)	Trucking	N/A	1000014378

ARTICLE 8 – LABOR CODE COMPLIANCE AND DAVIS-BACON WAGES

8.1 **California Labor Code**. Pursuant to the provisions of California Labor Code Section 1770 et seq., which are hereby incorporated by reference and made a part hereof, the Director of the Department of Industrial Relations has determined the general prevailing rate of the per diem wages and the general prevailing rate for holiday and overtime Work in the locality in which the Work is to be performed, for each craft, classification or type of worker needed to perform the Work. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at City Public Works Department office or may be downloaded from the State Department of Industrial Relations website, Division of Labor Statistics and Research, http://www.dir.ca.gov/dlsr/. The rate of prevailing wage for any craft, classification, or type of workmanship to be employed in performing the Work is the rate established by the applicable collective bargaining contract which rate so provided is hereby adopted by reference and shall be

effective for the life of this Agreement or until the Director of the Department of Industrial Relations determines that another rate is adopted.

It shall be mandatory for the Contractor and all subcontractors to pay not less than such specified prevailing wage rates to all workers employed in the performance of the Work. If any worker engaged in the performance of the Work is paid less than the specified prevailing wage rate, the Contractor shall pay to each such worker the difference between the specified prevailing wage rate and the actual amount paid to such worker for each calendar day or portion thereof. In addition, Contractor shall comply with the provisions of California Labor Code Section 1775, including provisions which require Contractor to the following: (a) forfeit as penalty to City not more than $200 for each calendar day or portion thereof for each worker (whether employed by Contractor or any Subcontractor) paid less than the applicable prevailing wage rates for any work done under this Contract in violation of the provisions of the California Labor Code, and (b) pay to each worker the difference between the prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which the worker was paid less than the prevailing wage.

The Contractor and each Subcontractor shall keep or cause to be kept an accurate record showing the names, addresses, social security numbers, work classifications, straight time and overtime hours worked each day and week for all laborers, workers and mechanics employed in connection with the performance under the Contract Documents or any subcontract thereunder, and showing the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by City and its agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. Contractor assumes all responsibility for such payments and shall defend, indemnify, and hold the City harmless from any and all claims made by the State of California, the Department of Industrial Relations, any Subcontractor, any worker or any other third party with regard thereto. Contractor shall be responsible to ensure compliance with section 1776. Failure to comply with that section may result in the California Labor Commissioner's assessment of a penalty of $100 per day per affected worker.

The Contractor shall post, at each jobsite, a copy of such prevailing rate of per diem wages as determined by the Director for the California Department of Industrial Relations.

The successful Bidder and its subcontractors shall employ the appropriate number of apprentices, in each apprenticeable craft, on the project site as stipulated in California Labor Code sections 1777.5, 1777.6 and 1777.7. Failure to comply may result in the California Labor Commissioner's assessment of a penalty of $100 for each day of noncompliance.

Pursuant to California Labor Code Section 1771.1, by execution below, the Bidder and its Subcontractors certify that when the Bidder's bid was submitted, the Bidder and its Subcontractors were registered and qualified to perform public work pursuant to Section 1725.5 of the California Labor Code, subject to limited legal exceptions. Pursuant to California Labor Code Section 1771.1, by execution below, the Bidder and its Subcontractors certify that they are registered and qualified to perform public work pursuant to Section 1725.5 of the California Labor Code, subject to limited legal exceptions.

8.2 Davis-Bacon Wages. Pursuant to State Water Resources Control Board (SWRCB) Division of Financial Assistance for Clean Water State Revolving Fund (CWSRF) and the U.S. Environmental Protection Agency (EPA) Water Infrastructure Finance Innovation Act (WIFIA) Guidelines, the successful bidder must comply with the Davis-Bacon Act (40 U.S.C. 276a to a-7)

as supplemental by Department of Labor regulations (29 CFR Part 5) it shall be mandatory upon the Contractor to whom the work is awarded and upon any Subcontractor under the Contractor to pay not less than Davis-Bacon wage rates. A copy of said wage rates is on file at City Public Works Department office and in Specification Section 00900D, Davis Bacon Wage Determinations. These rate determinations may also be found on the Department of Labor's website at: SAM.gov | Wage Determinations. It shall be mandatory upon the Contractor to whom the work is awarded and upon any Subcontractor under the Contractor to pay not less than State prevailing wage rates or Davis-Bacon wage rates, whichever is higher, to all workmen employed by them in the execution of the Contract.

ARTICLE 9 – MISCELLANEOUS PROVISIONS

9.1 Assignment. Contractor shall not assign this Contract or any rights under or interests in the Contract without the City's written approval. No assignment will release or discharge the Contractor from any duty or responsibility under the Contract Documents.

9.2 Successors and Assigns; No Third-Party Beneficiaries. The provisions of this Agreement and the Contract Documents shall inure to the benefit of and shall apply to and bind the successors and permitted assigns of the Parties. Nothing contained in this Agreement or the Contract Documents is intended to or shall be deemed to confer upon any person, other than the Parties and their respective successors and permitted assigns, any rights, or remedies hereunder.

9.3 Contractor Bankrupt. If Contractor should commence any proceeding under federal bankruptcy law, or if Contractor be adjudged bankrupt, or if Contractor should make any assignment for the benefit of creditors, or if a receiver should be appointed on account of Contractor's insolvency, then the City may, without prejudice to any other right or remedy, terminate the Agreement and complete the Work by giving notice to Contractor and its surety according to the General Conditions.

The City shall have the right to complete, or cause completion of the Work, all as specified in the General Conditions.

9.4 Unfair Competition. The following provision is included in this Agreement pursuant to California Public Contract Code §7103.5.

"In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assigning 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. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Business and Professions Code, Division 7, Part 2, 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 the awarding body tenders final payment to the contractor, with further acknowledgment by the parties."

9.5 Nondiscrimination and Equal Opportunity. The Contractor shall not discriminate on the basis of a person's race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status, or any other characteristics in violation of federal and state laws, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and

local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any affirmative obligations required of Contractor thereby.

Contractor shall include the provisions of this Subsection in any subcontract.

9.6 No Waiver of Remedies. Neither the inspection by the City or its agents, nor any order or certificate for payment of money, nor any payment for, nor acceptance of the whole or any part of the Work by the City, nor any extensions of time, nor any positions taken by City or its agents shall operate as a waiver of any provision of this Agreement or the Contract Documents or of any power herein reserved to City or any right to damages herein provided, nor shall any waiver of any breach of this Agreement or of the Contract Documents be held to be a waiver of any other or subsequent breach. All remedies provided in this Agreement and in the Contract Documents shall be taken and construed as cumulative; that is, in addition to each and every other remedy provided in this Agreement and/or the Contract Documents, the City shall have any and all equitable and legal remedies, which it would in any case have.

9.7 Governing Law, Jurisdiction and Venue. 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 by and construed in accordance with the laws of the State of California, without regard to conflict of law or choice of law principles. Proper venue of legal actions will be exclusively vested in a state court in the County of Santa Clara. The parties agree that subject matter and personal jurisdiction are proper in state court in the County of Santa Clara and waive all venue objections.

9.8 Rights of Action. No right of action shall accrue upon or by reason of this Agreement to or for the use or benefit of anyone other than the parties to this Agreement. The parties to this Agreement are Contractor and the City.

9.9 Utilization of Local Workforce in Construction Projects - The Sunnyvale City Council has adopted a policy which encourages utilization of local workforces, including State-certified apprentices, as a means of supporting economic opportunities for all members of the community. Local workforce is defined as workers residing in Santa Clara County. The lowest responsive and responsible bidder must provide a projection of locally hired workers utilized for this contract.

Contractor	Projected Number of Locally Hired Workers_____ Projected Percent of Locally Hired Workers_____%
Subcontractor(s)	Projected Number of Locally Hired Workers_____ Projected Percent of Locally Hired Workers_____%

9.10 American Iron and Steel (AIS). Contractor acknowledges to and for the benefit of the City and the State of California ("State"), that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving

Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as “American Iron and Steel;” that requires all of the iron and steel products used in the project to be produced in the United States (“American Iron and Steel Requirement”) including iron and steel products provided by the Contactor pursuant to this Agreement. Contractor hereby represents and warrants to and for the benefit of the City and the State that (a) Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the City or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by Contractor shall permit the City or State to recover as damages against Contractor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the City or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the City). While Contractor has no direct contractual privity with the State, as a lender to the City for the funding of its project, the City and Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

9.11 Notices. Except as otherwise specified herein, all notices to be sent pursuant to this Agreement or the Contract Documents shall be made in writing and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other parties in accordance with this Section. All such notices shall be sent by:

A. personal delivery, in which case notice is effective upon delivery;

B. certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt;

C. nationally recognized overnight courier, with charges prepaid or charged to the sender’s account, in which case notice is effective on delivery if delivery is confirmed by the delivery service;

D. facsimile transmission, in which case notice shall be deemed delivered upon transmittal, provided that (a) a duplicate copy of the notice is promptly delivered by first-class or certified mail or by overnight delivery, or (b) a transmission report is generated reflecting the accurate transmission thereof. Any notice given by facsimile shall be considered to have been received on the next business day if it is received after 5:00 p.m. recipient’s time or on a non-business day.

E. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal, or inability to deliver.

00510-13

Public Works Project No. UY-21-07
City of Sunnyvale Secondary Treatment and Dewatering Project

Any written notice to Contractor shall be sent to:

Company Name	Walsh Construction Company II, LLC
Company Address	929 West Adams Street, Chicago, IL 60607
Individual's Name	Sean C. Walsh
Individual's Email Address	swalsh@walshgroup.com
Individual's Direct Dial Phone # 312-563-5400	
Individual's Fax #	312-563-5466

Any written notice to City shall be sent to:

City of Sunnyvale
Department of Public Works
Construction Contract Administrator
P. O. Box 3707
Sunnyvale, CA 94088-3707

9.12 Execution in Counterparts. This Agreement may be executed in counterparts each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have signed the Agreement on the date set forth opposite their names.

CONTRACTOR

Under penalty of perjury, I certify that the taxpayer identification number and all other information provided here are correct.

DATE: _____

BY_____

_____
Print Name

_____
Title

BY_____

_____
Print Name

_____
Title

_1000009345_____
DIR Registration #

_____
Federal ID#

_____
State ID#

_982816__Class A & Class B_____
California Contractor's License # & Classifications

__04/30/2023_____
Contractor's License Expiration Date

Type of Business Entity *(check one)*:

_____Individual/Sole Proprietor
_____Partnership
_____Corporation
__X__Limited Liability Company
_____Other (*please specify:*_____)

00510-15

If Contractor is an out-of-state corporation, Contractor warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

CITY OF SUNNYVALE
a California Public Entity

DATE: _____ BY _____
City Manager

Original Approved As To Form: Attest:

**********, City Attorney **********, City Clerk

END OF SECTION

[AD4] Addendum No. 4
[AD7] Addendum No. 7

SECTION 00442

ANTI-LOBBYING CERTIFICATION FORM

(To Be Submitted with Bid)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. See standard form located at the end of this Section.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

Sean C. Walsh, President

Typed Name & Title of Authorized Representative

8/24/2022

Signature and Date of Authorized Representative

END OF SECTION

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

OMB Number: 4040-0013
Expiration Date: 02/28/2022

1. * Type of Federal Action:
- ☐ a. contract
- ☐ b. grant
- ☐ c. cooperative agreement
- ☒ d. loan
- ☐ e. loan guarantee
- ☐ f. loan insurance

2. * Status of Federal Action:
- ☐ a. bid/offer/application
- ☐ b. initial award
- ☒ c. post-award

3. * Report Type:
- ☒ a. initial filing
- ☐ b. material change

4. Name and Address of Reporting Entity:

Not applicable: No lobbying activities to disclose

☐ Prime ☒ SubAwardee Tier if known:

*Name
*Street 1 Street 2
*City State Zip
Congressional District, if known:

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

*Name: City of Sunnyvale
*Street 1: 456 W. Olive Ave. Street 2:
*City: Sunnyvale State: CA: California Zip: 94086
Congressional District, if known: 17th

6. * Federal Department/Agency:

US Environmental Protection Agency

7. * Federal Program Name/Description:

Water Infrastructure Financing and Innovation Act

CFDA Number, *if applicable:*

8. Federal Action Number, *if known:*

9. Award Amount, *if known:*

$ 220,638,995.00

10. a. Name and Address of Lobbying Registrant:

Prefix * First Name Middle Name
* Last Name Suffix
* Street 1 Street 2
* City State Zip

b. Individual Performing Services (including address if different from No. 10a)

Prefix * First Name Middle Name
* Last Name Suffix
* Street 1 Street 2
* City State Zip

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

*** Signature:**

***Name:** Prefix * First Name Middle Name
* Last Name Suffix

Title: **Telephone No.:** **Date:**

Federal Use Only:

Authorized for Local Reproduction
Standard Form - LLL (Rev. 7-97)

SECTION 00445

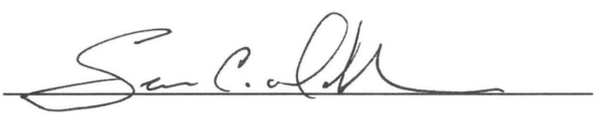
DEBARMENT CERTIFICATION

(To Be Submitted with Bid)

Project: Secondary Treatment and Dewatering Project

Project No. UY-21-07

By submitting its Bid the Bidder certifies in accordance with California Public Contract Code Section 6109 that neither the bidder nor any subcontractor included on the list of proposed subcontractors submitted with the bid is ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7. In accordance with California Public Contract Code Section 6109, contractors and subcontractors who are ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7 may neither bid on, be awarded or perform as a subcontractor on public works projects.

By: 

(Official authorized to bind Bidder)

Name: Sean C. Walsh

Title: President

Firm: Walsh Construction Company II, LLC

Date: 8/24/2022

END OF SECTION

SECTION 00450AD6

"REVISED" SCHEDULE OF MAJOR EQUIPMENT AND MATERIAL SUPPLIERS, PRODUCTS IDENTIFIED BY NAME AND SUBSTITUTION - 07/18/2022

SUBSTITUTION OF ALTERNATIVE MATERIALS, ARTICLES, OR EQUIPMENT

Bidders must designate the manufacturer/supplier of each item of equipment, materials, or system included on the attached list. The Bidder shall name a manufacturer for each item and the supplier of the item if the supplier is not the manufacturer.

Bids must be based upon use of items named in the Contract Documents. By so indicating, the Bidder warrants that equipment manufactured and/or supplied by the named manufacturer will be provided on the Project unless review of submittal information or performance under tests reveals that the equipment does not meet the Contract requirements.

Failure to indicate a manufacturer for any single item of the equipment listed in the schedule may render the Bid unresponsive to the Notice Inviting Bids and may be a basis for rejection of the Bid. If the Bidder fails to identify a manufacturer/supplier for any item shown on this list, the City has the right to waive such omission. In such case it will be assumed that the manufacturer/ supplier to be used by the Bidder will be the first listed manufacturer/supplier identified for the given item under these Specifications without change in the contract price.

In certain cases, specific items have been named (Named Products) because of design, operational or maintenance considerations; proposed equals will may not be allowed.

Pursuant to California Public Contract Code §3400, alternative material(s), article(s), or equipment that are of equal quality and of required characteristics for the purpose intended may be proposed for items not specifically named below provided the Bidder complies with the following requirements:

A. The proposal will not be considered unless the submittal is accompanied by complete information and descriptive data necessary to determine equality of offered material(s), article(s) or equipment.

B. Samples must be submitted when requested by the City.

C. Burden of proof as to comparative quality, suitability, and performance of offered material(s), article(s), or equipment is the responsibility of the Bidder submitting the proposal.

D. Requests for approval must comply with the requirements of Section 01340, Shop Drawings, Product Data and Samples.

City's Authorized Representative is the sole judge as to such matters. In the event City's Authorized Representative rejects the use of such Alternative(s) submitted, then the Contractor must furnish one of the particular Named Products specified in the Contract Documents.

Proposals for Alternative material(s), process, article(s), or equipment will not be accepted during the bid period.

Submissions for Evaluation shall comply with the following requirements:

A. The Contractor shall submit to the City in accordance with Public Contract Code Section 3400, after contract award but no later than thirty-five (35) days after the date of Notice to Proceed, proposal(s) for acceptance of a proposed Equal Item for a Specified Item or a Substitution. At the sole discretion of the City, City may give written consent to the submission of the proposed Equal Item or Substitution after the expiration of the thirty-five (35) day time limit.
B. The Contractor shall submit sufficient data, drawings, samples, literature, calculations, and all other information requested by City to demonstrate to the City that the proposed Equal Item or Substitution is a suitable replacement for the Specified Item(s).
C. Failure of the Contractor to submit the proposed Equal Item or Substitution for review in the manner and time described above shall be sufficient cause for rejection by the City of the proposed Equal Item or Substitution.

Submission of items which are proposed as substitution of the Specified Items shall be subject to requirements for proposed equal evaluation and the following additional provisions:

A. Substitution(s) of Specified Item(s) proposed by the Contractor may require modifications in the Project design, Project schedule, and/or construction sequencing. The Contractor shall identify all necessary project modifications required for the substitution(s). Necessary project modifications may include, but not be limited to, construction cost (credit), electrical, instrumentation, structural, mechanical, architectural, testing, engineering costs, and other related modifications.
B. The Contractor is responsible for all costs associated with the substitutions(s) including submittal reviews and any project redesigns and modifications. Contractor refusal to accept any of these costs shall be just cause for disapproval of the substitution(s).
C. The City will review and respond in writing to the Contractor's proposed substitution within thirty (30) days after receipt of all information the City requires to make a final determination.
D. If the proposed items are accepted, all cost saving shall be credited to the City.

Section	Equipment	Manufacturer/Supplier
11185	SELECTIVE SLUDGE WASTING HYDROCYCLONES	World Water Works SW
11195	DEMON SIDESTREAM TREATMENT PROCESS	World Water Works SW
11246	POLYMER BLENDING AND FEED EQUIPMENT: LIQUID	Velodyne SW UGSI
11294B	HEAVY-DUTY FABRICATED STAINLESS STEEL SLIDE GATES	Whipps SW Waterman
11312A	VERTICAL NON-CLOG CENTRIFUGAL PUMPS	Fairbanks SW Flowserve, Xylem-Flygt
11312B	HORIZONTAL NON-CLOG CENTRIFUGAL PUMPS	Fairbanks SW Flowserve, Xylem-Flygt
11312D	VERTICAL TURBINE SHORT SETTING CENTRIFUGAL PUMPS	Cascade Morrison SW Sulzer

"REVISED " SCHEDULE OF MAJOR EQUIPMENT AND MATERIAL SUPPLIERS, PRODUCTS IDENTIFIED BY NAME AND SUBSTITUTION - 07/15/2022

Section	Equipment	Manufacturer/Supplier
11312E	HORIZONTAL SCREW CENTRIFUGAL PUMPS	Hidrostal Hayward Gordon SW
11312I	PROGRESSING CAVITY PUMPS	Netzsch SW Moyno
11312J	SUBMERSIBLE PROCESS LIQUID SUMP PUMPS	Hydromatic SW
11312K	SUBMERSIBLE MEDIUM CAPACITY CENTRIFUGAL PUMPS	Flygt SW ABS
11313F	SUBMERSIBLE CHOPPER CENTRIFUGAL PUMPS	Vaughn SW Wemco, Hayward Gordon
11313Q	CAKE PUMPING SYSTEM	Schwing Bioset SW
11317	SUBMERSIBLE MIXERS: HIGH SPEED	Xylem-Flygt SW Wilo/EMU
11353A	HYDRAULIC SUCTION HEADER CIRCULAR SECONDARY CLARIFIER EQUIPMENT	Evoqua Kusters SW Westech Ovivo
11371	DIRECT DRIVE HIGH-SPEED TURBO BLOWER SYSTEM	APG-Neuros SW Sulzer Aerzen
11376A	ROTARY-LOBE BLOWERS	Aerzen SW
11378A	FINE BUBBLE DIFFUSED AERATION SYSTEM - DISK	ITT/Sanitaire SW
11382	ROTARY DRUM THICKENERS	Parkson Corporation SW
11384	DEWATERING SCREW PRESS SYSTEM	Huber Technology Inc. SW
11395	BIOLOGICAL ODOR CONTROL SYSTEM	BioAir SW Daniel Co. ECS
13206A	FIBERGLASS REINFORCED PLASTIC ABOVEGROUND TANKS	NOV NOV EGS FGS SW Ershigs Belco
13207D	PRESTRESSED TANK VERTICAL POST-TENSIONING	None Named (DN Tank) SW
13447	ELECTRIC ACTUATORS	Rotork Controls SW
14592	CAKE BIN	Schwing Bioset SW JMS
16232	SINGLE DIESEL FUELED ENGINE GENERATOR ABOVE 200 KW	Kohler SW
16262	VARIABLE FREQUENCY DRIVES 0.50 - 50 HORSEPOWER	GE by ABB, Schneider Electric Eaton ABB Allen-Bradley SW
16264	VARIABLE FREQUENCY DRIVES 60 - 500 HORSEPOWER	Eaton, Allen-Bradley SW GE by ABB, ABB, Schneider Electric
16430	LOW VOLTAGE SWITCHGEAR	GE by ABB, Schneider Electric Eaton SW ABB
16444	LOW VOLTAGE MOTOR CONTROL CENTERS	Allen Bradley SW
17720	CONTROL SYSTEMS: PROGRAMMABLE LOGIC CONTROLLERS	Rockwell Automation SW

"REVISED " SCHEDULE OF MAJOR EQUIPMENT AND MATERIAL SUPPLIERS, PRODUCTS IDENTIFIED BY NAME AND SUBSTITUTION - 07/15/2022

Section	Equipment	Manufacturer/Supplier
17721	CONTROL SYSTEMS: LOCAL OPERATOR INTERFACE (LOI)	~~Allen Bradley~~ SW ~~Rockwell~~ SW N/A per Add #2 9 28 SW
17733	CONTROL SYSTEMS: NETWORK MATERIALS AND EQUIPMENT	
	Without Power-over-Ethernet switches	N-Tron SW
	With Power-over-Ethernet switches	CISCO SW
	Managed Process Floor Ethernet switches	Rockwell Automation SW

BIDDER:

(Signature)

8/24/2022

(Date)

END OF SECTION

AD6 Addendum No. 6

SECTION 00460

CERTIFICATION OF BIDDER'S EXPERIENCE AND QUALIFICATIONS

(To Be Submitted with Bid)

Project: Sunnyvale Cleanwater Program (SCWP) - Secondary Treatment and Dewatering Project

Public Works Project No. UY-21-07

The undersigned Bidder represents that it is duly licensed, competent, and knowledgeable and has the special skills on the nature, extent, and inherent conditions of the work to be performed on this project. Bidder further acknowledges that the conditions inherent in the construction of particular facilities may create, during construction, unusual or unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that it is aware of such risks and that it has the skill and experience to foresee and to adopt and implement protective measures to perform the construction work adequately and safely with respect to such hazards. The prospective Bidder's qualifications and responses to the questions set forth below are solely for the City's evaluation of the Bidder's eligibility to receive the award based on the Bidder's responsibility and responsiveness. The Owner has determined that only Bidders meeting the mandatory minimum experience and qualification requirements set forth below will have the requisite quality, fitness, capacity, and experience to perform the highly complex and vital construction work on this Project. Notwithstanding anything contained in this Section 00460, it shall be at the City's sole discretion to determine whether the Bidder is deemed qualified for Contract award.

If the Bidder is a Joint Venture of two or more companies, each participant in the Joint Venture shall separately complete this Section 00460, **CERTIFICATION OF BIDDER'S EXPERIENCE AND QUALIFICATIONS,** and each participant shall meet the mandatory prior company project experience requirement and provide project information for each Joint Venture participant in the format found below. The Joint Venture's named Project Manager information should be the same for each participant's certification. Each Joint Venture participant shall also provide the required financial information found in Item C below.

A. QUESTIONS REGARDING BIDDER'S RESPONSIBILITY AND FITNESS TO CONTRACT FOR THE WORK.

If the Bidder answers "Yes" to any of questions 1 through 7 below, the Bidder must provide on a separate sheet a complete, detailed explanation of all of the facts and circumstances concerning the reasons for answering "Yes" and shall provide written documentation supporting its response.

1. Has your company's contractor's license been revoked at any time in the last five years?

   ☐ Yes ☒ No

2. Within the last five years, has a surety company completed a contract on your company's behalf, or paid for the completion of a contract to which your company was a party, because your company was considered to be in default or was terminated with cause by the project owner?

   ☐ Yes ☒ No

3. At the time of submitting this minimum qualification questionnaire, is your company ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either California Labor Code section 1777.1 or Labor Code section 1777.7?

   ☐ Yes ☒ No

4. At any time in the last five years, has your company, or any of its officers or partners been convicted of a crime involving the awarding of a contract for a government construction project, or the bidding or performance of any federal, state, or local government contract?

   ☐ Yes ☒ No

5. Has your company or any if its owners, officers, or partners ever been found liable in a civil suit for making any false claim or material misrepresentation to any federal, state, or local public agency or entity?

   ☐ Yes ☒ No

6. Has the Bidder, as a Contractor, ever failed to satisfactorily complete a contract awarded to Bidder?

   ☐ Yes ☒ No

7. In the last five years, has your company been denied an award of a public works contract based on a finding by any federal, state, or local public agency that your company was not a responsible Bidder?

   ☐ Yes ☒ No

8. In the last three years, has your company been debarred from bidding on, or completing, any government agency or public works construction contract for any reason?

   NOTE: If there is a pending administrative or court action challenging a debarment, you need not include that debarment in responding to this question.

   ☐ Yes ☒ No

B. MANDATORY MINIMUM EXPERIENCE REQUIREMENTS

The Bidder has been engaged in the contracting business, under the present business name for 12 years and has experience in work of a nature similar to this project which extends over a period of 12 years (Bidder must show at least ten (10) years of related experience). Work of similar nature is described below.

For the City to consider the Bidder a responsible Bidder for this specific procurement, given the complexity and importance of the timely and successful completion of the Project to further interests of the City and its residents, the Bidder must provide all information required below

demonstrating that it has performed at least $200 Million in construction volume on no more than six (6) projects completed since January 1, 2012 on one or more of the following types of projects:

1. Industrial and/or Municipal Water Treatment Plants where the structural, mechanical, electrical, and instrumentation systems were part of the Contractor's contract; or
2. Industrial and/or Municipal Wastewater Treatment Plants where the structural, mechanical, electrical, and instrumentation systems were part of the Contractor's contract; or
3. Oil Refinery, Power and/or Petrochemical Industrial Plant Projects where the electrical, mechanical and instrumentation systems were part of the Contractor's contract.

The Bidder can include project(s) currently under construction, but only the total amount paid by the Owner(s) as of **March 31, 2022** on uncompleted project(s) can be included in this summation of construction volume. The Bidder is allowed to list up to a maximum of six (6) projects of the types listed above, that combined, will add up to at least **$200 Million** in completed volume of work. **In addition, one of the six projects must have a construction value of at least $60 million.** Any projects listed below which are not as defined above will not be considered by the City in meeting this pre-requisite experience requirement. **For example, pump stations, water reservoirs, and pipeline projects do not meet the above defined experience requirement.**

The Construction Cost amounts shall be the final total amount paid by the Owner at project completion or through March 31, 2022 if a current project is included.

Bidder also certifies that Bidder self-performed with its own labor force, including equipment and materials, at least **thirty-five percent (35%)** of the value of the Work on each of the projects listed below. The City considers this level of past self-performance demonstrates a benefit to a Project in terms of better control of cost, schedule, and safety.

Bidders are to complete this form and not attach their own form to the Bid Form.

Project #1 Name: Mel Leong Treatment Plant Industrial Wastewater & Recycled Water Upgrades

Owner: San Francisco Airport Commission

Construction Cost: $ 63,293,444

Construction Time: 1446 Calendar Days

Owner's Representative: Mark Costanzo, Project Manager

Owner's Representative Telephone No.: 650-296-6871

Engineer or On-Site Construction Mgr.: Carollo Engineers: Jim Hagstrom, Lead Engineer

Engineer or On-Site CM's Telephone No.: 206-550-3075

Date of Substantial Completion: 4/20/2020

Duration of Project (in months) 121

Project #2 Name: San Jose Digester & Thickener Facilities Upgrade

Owner: City of San Jose

Construction Cost: $ 163,180,899 as of 3/31/22

Construction Time: 2,143 Calendar Days

Owner's Representative: Alicia Alba, Principal Engineer

Owner's Representative Telephone No.: 408-635-4003

Engineer or On-Site Construction Mgr.: Kennedy/Jenks Consultants: Kim A. Sloat

Engineer or On-Site CM's Telephone No.: 415-243-2454

Date of Substantial Completion: 4/22/2022

Duration of Project (in months) 71

Project #3 Name: N/A

Owner: _____

Construction Cost: $ _____

Construction Time: _____ Calendar Days

Owner's Representative: _____

Owner's Representative Telephone No.: _____

Engineer or On-Site Construction Mgr.: _____

Engineer or On-Site CM's Telephone No.: _____

Date of Substantial Completion: _____

Duration of Project (in months) _____

Project #4 Name: N/A

Owner: _____

Construction Cost: $ _____

Construction Time: _____ Calendar Days

Owner's Representative: _____

Owner's Representative Telephone No.: _____

Engineer or On-Site Construction Mgr.: _____

Engineer or On-Site CM's Telephone No.: _____

Date of Substantial Completion: _____

Duration of Project (in months) _____

Project #5 Name: N/A

Owner: _____

Construction Cost: $ _____

Construction Time: _____ Calendar Days

Owner's Representative: _____

Owner's Representative Telephone No.: _____

Engineer or On-Site Construction Mgr.: _____

Engineer or On-Site CM's Telephone No.: _____

Date of Substantial Completion: _____

Duration of Project (in months) _____

Project #6 Name: N/A

Owner: _____

Construction Cost: $ _____

Construction Time: _____ Calendar Days

Owner's Representative: _____

Owner's Representative Telephone No.: _____

Engineer or On-Site Construction Mgr.: _____

Engineer or On-Site CM's Telephone No.: _____

Date of Substantial Completion: _____

Duration of Project (in months) _____

Total Construction Volume of listed Project(s) above: $238,615,894

PROJECT MANAGER EXPERIENCE- To be submitted with Bid.

The Bidder shall name below the Project Manager who will be assigned to this Project and will be personally present on-site full time during construction. Bidder shall submit past completed water and/or wastewater treatment plant and/or oil refinery and/or petrochemical industrial project experience of this person. List three completed water and/or wastewater treatment plant and/or oil refinery and/or petrochemical industrial projects below where the individual named below held the position of Project Manager. One of the listed treatment plant and/or oil refinery and/or petrochemical industrial projects must have a contract amount greater than **$45 million**. The demonstrated experience of the Project Manager must have been within the last fifteen (15) years.

Name of Project Manager: Manuel Diaz

Number of Years of Total Construction experience as a Project Manager assigned to the types of projects as defined above: 30 years

Number of Years as a Project Manager for your Company: 7 years

List three completed treatment plant projects as defined above ***(water treatment plants and/or wastewater treatment plants*** and/or oil refinery and/or petrochemical industrial projects***)*** where the individual named above held the position of Project Manager. One of the projects must have a contract value of at least **$45 Million**.

Project #1 Name: San Jose Digester/Thickener Facilities Upgrade

Owner: City of San Jose

Construction Cost: $ 175,322,450

Construction Time: 2,143 Calendar Days

Owner's Representative: Alicia Alba, Principal Engineer

Owner's Representative Telephone No.: 408-635-4003

Engineer or On-Site Construction Mgr.: Kennedy/Jenks Consultants: Kim A. Sloat

Engineer or On-Site CM's Telephone No.: 415-243-2454

Date of Substantial Completion (must be within the last ten (15) years): 4/22/2022

Duration of Project (in months) 71

Project #2 Name: Crystal Springs/San Andreas (CSSA) Transmission Upgrade

Owner: San Francisco Public Utilities Commission

Construction Cost: $ 132,000,000

Construction Time: 730 Calendar Days

Owner's Representative: Jim Wang: HDR/San Francisco Public Utilities Commission

Owner's Representative Telephone No.: 415-271-4883

Engineer or On-Site Construction Mgr.: Mauli Vora: San Francisco Public Utilities Commission

Engineer or On-Site CM's Telephone No.: 415-308-7399

Date of Substantial Completion (must be within the last ten (15) years): 2015

Duration of Project (in months) 24

Project #3 Name: Brightwater Treatment Plant Sludge and Dewatering Facilities

Owner: King County, Department of Public Works

Construction Cost: $ 173,000,000

Construction Time: 1,155 Calendar Days

Owner's Representative: Stan Hummel: Capital Projects Managing Supervisor

Owner's Representative Telephone No.: 206-263-9457

Engineer or On-Site Construction Mgr.: CH2M (*now Jacobs Engineering)* and, Brown and Caldwell

Engineer or On-Site CM's Telephone No.: 425-453-5000: Jacobs Engineering

Date of Substantial Completion(must be within the last ten (15) years) : 2011

Duration of Project (in months) 38

This form is to be fully completed and submitted by the Bidder with the Bid. Bidder is not allowed to provide a substitute form of similar information.

The City will check project references listed to verify information provided along with skills and capacity represented by Bidder. It is very important that the Bidder verify that all contact information is current for each name listed above.

Failure of the Bidder to provide current and valid project contact information, all information required by this Section 00460 Certification, and/or failure of the Bidder to meet both the Company and Project Manager experience may be grounds for the City to determine the Bidder to be non-responsive and/or non-responsible and therefore ineligible for contract award.

D. CONTRACTOR SAFETY RECORD

Part of the determination of bidder's responsiveness will be based on its safety record, using three methods. For the Bidder's bid to be considered, the Bidder shall meet at least two of the three minimum safety standards as specified herein. If the Bidder is a Joint Venture of two or more companies, each Principal in the Joint Venture shall meet the safety requirements, and complete the required forms, included herein as part of the bid.

1. Experience Modification (EMR)
    a. Experience modification rates are calculated by the insurance industry as a way to determine equitable workers' compensation insurance premiums. It is calculated as a three-year moving average.
    b. Due to the particular safety hazards inherent in working in a wastewater collection, handling, treatment and/or disposal environment, the Owner has deemed it necessary that a Bidder shall have a current three-year average EMR of 1.0 or lower to be considered a responsive Bidder.

2. Recordable Incident Rate (RIR)
    a. The RIR is a measure of the frequency of injuries and is a measure of all occupational injuries and illnesses that occur within an organization. It is calculated from the OSHA Log 300 form.
    b. Due to the particular safety hazards inherent in working in a wastewater collection, handling, treatment and/or disposal environment, the Owner has deemed it necessary that a Bidder shall have a current three-year average RIR of 3.4 or lower to be considered a responsive Bidder. This value is based on the most recent State of California Division of Labor Statistics and Research RIR value for Heavy and Civil Engineering Construction, Utility System Construction, Water and Sewer Line and Related Structures (NAICS Code 23711).

3. Lost Time Incident Rate (LTIR)
    a. The LTIR is an indicator of the severity of a company's occupational injuries.
    b. The LTIR deals only with incidents that result in lost work time. Like the RIR, the information needed to calculate the LTIR is derived from the OSHA Log 300 form.
    c. Due to the particular safety hazards inherent in working in a wastewater collection, handling, treatment and/or disposal environment, the Owner has deemed it necessary that a Bidder shall have a current three-year average LTIR of 0.9 or lower to be considered a responsive Bidder. This value is based on the most recent State of California LTIR value for Heavy and Civil Engineering Construction, Utility System Construction.

Bidder shall submit the appropriate EMR, RIR, and LTIR proposal forms included following this section as part of the bid to demonstrate the Bidder's safety qualifications.

Experience Modification Rate

The following information will be used to determine if you meet the minimum safety requirements for this project. To qualify, you must not have a three-year average Workers' Compensation Experience Modification Rate less than or equal to the value specified.

Enter your Experience Modification Rate for the last three complete years (available from your insurance carrier).

20 21 EMR=.85 WCIRB California
20 20 EMR=.93 WCIRB California
20 19 EMR=.96 WCIRB California

a) Three-Year Average =
.91 WCIRB California

Company Name:
Walsh Construction Company II, LLC

Contact Name: Brian Geist Telephone:
504-202-2523

To verify the above information, we will contact your workers' compensation insurance carrier. Please authorize your carrier to release this information. Failure to do so will result in automatic disqualification.

Workers' Compensation Insurance Company:
Aon Risk Services Central, Inc.

Contact Name: Rick Subak Telephone:
312-381-4380

Do not write in this space

Qualified [ ] Not Qualified [ ] EMR Information Verified [ ]

Recordable Incident Rate

The following information will be used to determine if you meet the minimum safety requirements for this project. To qualify, you must have a three-year average Recordable Incident Rate less than or equal to the value specified.

Please calculate the RIR for the last three complete years as follows. Incident rate information is on your Cal OSHA Log 300.

$$\frac{\text{Total number of recordable incidents X 200,000}}{\text{Total employees hours worked}} = \text{RIR}$$

Recordable Incidents		Total Employee Hours Worked	
Year	Number	Year	Hours
20 21	35	20 21	5,281,278.18
20 20	31	20 20	5,480,637.04
20 19	31	20 19	5,515,299.03

Enter your Total Recordable Incident Rate for each of the last three complete years.

20 21 RIR= 1.33
20 20 RIR= 1.13
20 19 RIR= 1.12

Three-Year Average = 1.19

Company Name: Walsh Construction Company II, LLC

Contact Name: Brian Geist, Director of HSE Telephone: 504-202-2523

Do not write in this space

Qualified [ ] Not Qualified [ ] RIR Information Verified [ ]

Lost Time Incident Rate

The following information will be used to determine if you meet the minimum safety requirements for this project. To qualify, you must not have a three-year average Lost Time Incident Rate less than or equal to the value specified.

Incident rate information is on your OSHA Log 300. Please calculate the LTIR for the last three complete years as follows.

$$\frac{\text{Total number of lost-time incidents X 200,000}}{\text{Total Employee Hours Worked}} = \text{LTIR}$$

Lost-time Incidents	
Year	Number
20 21	15
20 20	12
20 19	4

Total Employee Hours Worked	
Year	Hours
20 21	5,281,278.18
20 20	5,480,637.04
20 19	5,515,299.03

Enter your Lost Time Incident Rate for each of the last three complete years.

20 21 LTIR= .57
20 20 LTIR= .44
20 19 LTIR= .15

Three-Year Average = .39

Company Name: Walsh Construction Company II, LLC

Contact Name: Brian Geist, Director of HSE Telephone: 504-202-2523

Do not write in this space

Qualified [ ] Not Qualified [ ] LTIR Information Verified [ ]

VERIFICATION AND SIGNATURE

I, the undersigned, certify and declare that I have read all the foregoing answers to this Statement of Qualifications Questionnaire. I also certify and declare that I have personally reviewed and approved the information provided for the Company Experience, Project Manager Experience, Company Safety Information and Financial Information. I certify and declare that the foregoing is true and correct.

Signed this 24 day of August, 2022

Bidder's Name Walsh Construction Company II, LLC

Authorized Signature

8/24/2022
Date

President
Title

END OF SECTION

SECTION 00470

IRAN CONTRACTING ACT CERTIFICATION

(To Be Submitted with Bid)
(Public Contract Code Section 2200 *et seq.*)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct:

☒ The Contractor is not:

(I) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(II) a financial institution that extends, for 45 days or more, credit in the amount of $20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ The City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☐ The amount of the Contract payable to the Contractor for the work does not exceed $1,000,000.

Signed 

Titled President

Date 8/24/2022

Firm Walsh Construction Company II, LLC

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of $250,000 or twice the Contract Price, termination of the Contract and/or ineligibility to bid on contracts for three years.

END OF SECTION

Name of Bidder: Walsh Construction Company II, LLC

SECTION 00475

CERTIFICATION OF COMPLIANCE WITH STATE REVOLVING FUND CONDITIONS

(To Be Submitted with Bid)

I certify that I have read the SRF Supplementary Conditions and agree to comply with and incorporate the following within the execution of the project:

- Federal Labor Standards Provision
- American Iron and Steel Provisions
- Disadvantaged Business Enterprise (DBE) and Small Business Enterprise (SBE) Participation and Obligation
- Debarment and Suspension (Executive Order 12549)
- Equal Employment Opportunity (Executive Order 1246)

I hereby represent, warrant and covenant to and for the benefit of the City and the State Water Resources Control Board that:

- I have reviewed and understand the American Iron and Steel Requirement;
- All of the iron and steel products used in the project will be produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved;
- I will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the City or the State Water Resources Control Board.

I hereby certify that neither Contractor nor any of its principals are presently debarred, suspended, proposed for debarment, declared negligible, or voluntarily excluded from participation in this transaction by any federal department or agency. I also certify that neither Contractor nor any of its principals nor any of its subcontractors:

- Have within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- Have not within a three-year period preceding this bid had one or more public transactions (federal, state, or local) terminated for cause or default.

I agree that I will obtain identical certifications from prospective lower-tier construction subcontractors prior to the award of any lower-tier construction subcontracts with a price exceeding $10,000. I also agree that I will retain such certifications in my files.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signature of Authorized Representative

Walsh Construction Company II, LLC
Type/Print Name of Bidder

Sean C. Walsh
Type/Print Representative's Name

President
Type/Print Title

8/24/2022
Date

END OF SECTION

Name of Bidder: Walsh Construction Company II, LLC

SECTION 00485

CERTIFICATION OF COMPLIANCE WITH WATER INFRASTRUCTURE FINANCE AND INNOVATION ACT CONDITIONS

(To be Submitted with Bid)

I certify that I have read the WIFIA Supplementary Conditions and agree to comply with and incorporate the following within the execution of the project:

- Federal Labor Standards Provision
  - Compliance with Davis-Bacon and Related Acts
  - Relationship to California Prevailing Wage Requirements
- American Iron and Steel Requirement
- Disadvantaged Business Enterprise (DBE) Participation and Obligation
- Debarment and Suspension (Executive Order 12549)
- New Restrictions in Lobbying
- Civil Rights, Nondiscrimination, and Equal Employment Opportunity Authorities
- Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

I certify that I will not knowingly enter into a contract with anyone who is ineligible under the 2 CFR part 180 and part 1532 (per Executive Order 12549, 51 FR 6370, February 21, 1986) or who is prohibited under Section 306 of the Clean Air Act or Section 508 of the Clean Water Act to participate in the Project. I hereby represent and warrant that I have or will include a term or conditions requiring compliance with this provision in all subcontracts for the execution of the project.

I acknowledge to and for the benefit of Owner and the United States Environmental Protection Agency (EPA) that I understand the goods and services under this Project are being funded with monies made available by the WIFIA program of the EPA that has statutory requirements commonly known as "American Iron and Steel" that requires all of the iron and steel products used in the Project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by Contractor. I hereby represent, warrant, and covenant to and for the benefit of Owner and the EPA that:

- I have reviewed and understand the American Iron and Steel Requirement;
- All of the iron and steel products used in the Project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved;
- Contractor will provide any further verified information, certification, or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by Owner or the EPA.

Contractor's failure to comply with this paragraph shall permit Owner or the EPA to recover as damages against Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by Owner or the EPA resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the EPA or any damages owed to the EPA by Owner. While Contractor has no direct contractual privity with the EPA, as a lender to Owner for the funding of this Project, Owner and Contractor agree that the EPA is a third-party beneficiary and neither this paragraph nor any other provision necessary to give this paragraph force or effect shall be amended or waiver without the prior written consent of EPA.

I agree that I will obtain identical certifications from prospective lower-tier construction subcontractors prior to the award of any lower-tier construction subcontracts with a price exceeding $10,000. I also agree that I will retain such certifications in my files.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signature of Authorized Representative

Walsh Construction Company II, LLC
Type/Print Name of Bidder

Sean C. Walsh
Type/Print Representative's Name

President
Type/Print Title

8/24/2022
Date

END OF SECTION

New Section

SECTION 00505[AD2]

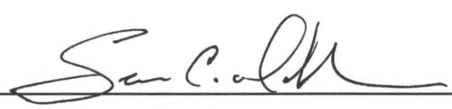
CONTRACTING CERTIFICATION

(To Be Submitted with Bid)

The Contractor certifies, subject to penalty for perjury, that the option checked below relating to the Contractor's status is true and correct:

☒ The Contractor is not engaged in any acts that violate Executive Order 14065 issued by President Joseph R. Biden, Jr., Executive Order N-6-22 issued by Governor Gavin Newsom, or other executive orders in response to Russia's actions in Ukraine.

☐ The Contractor is not required to comply with any of the Executive Orders referenced above pursuant to statute(s), regulation(s), order(s), directive(s), license(s), or rule(s).

Signed 

Titled President

Firm Walsh Construction Company II, LLC

Date 8/24/2022

END OF SECTION

[AD2] Addendum No. 2

SECTION 00530

CERTIFICATE OF AUTHORIZATION

(If Contractor is a Limited Liability Company (LLC))

STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

The undersigned, being (a/the) duly elected, qualified and active (member / manager) of Walsh Construction Company II, LLC, a California limited Liability Company (hereinafter "the Company") does hereby certify that:

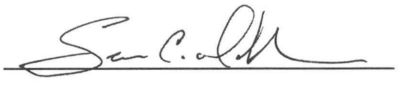
1. The Articles of Organization of the Company were duly filed with the Office of the Secretary of State of the State of California on September 3, 2009, and the Articles of Organization have not been (further) amended.

2. There exists an Operating Agreement of the Company and that the said Operating Agreement has not been amended or repealed and that the said Operating Agreement remains in full force and effect as of this date.

3. Neither the Articles of Organization nor the Operating Agreement (as amended) require any further act to be taken or a meeting to be held by its members other than as follows:

4. All said requirements, whether as contained in the Articles of Organization or in the Operating Agreement or by operation of law as to the transaction of August 24, 2022 have been met.

5. The following person or persons has/have been duly authorized by the Company to execute the Agreement dated August 24, 2022, to the City of Sunnyvale, CA and this Company and that his/her execution of all documents in connection with said transaction and that the signature appearing to the right of their name(s) is his/her genuine signature.

NAME	OFFICE HELD	SIGNATURE
Sean C. Walsh	President	

END OF SECTION

Name of Bidder: Walsh Construction Company II,LLC

SECTION 00900A

CERTIFICATION OF COMPLIANCE WITH STATE REVOLVING FUND CONDITIONS

(To be Submitted with Bid)

I certify that I have read the SRF Supplementary Conditions and agree to comply with and incorporate the following within the execution of the project:

- Federal Labor Standards Provision
- American Iron and Steel Provisions
- Disadvantaged Business Enterprise (DBE) and Small Business Enterprise (SBE) Participation and Obligation
- Debarment and Suspension (Exccutive Order 12549)
- Equal Employment Opportunity (Executive Order 1246)

I hereby represent, warrant and covenant to and for the benefit of the City and the State Water Resources Control Board that:

- I have reviewed and understand the American Iron and Steel Requirement;
- All of the iron and steel products used in the project will be produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved;
- I will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the City or the State Water Resources Control Board.

I hereby certify that neither Contractor nor any of its principals are presently debarred, suspended, proposed for debarment, declared negligible, or voluntarily excluded from participation in this transaction by any federal department or agency. I also certify that neither Contractor nor any of its principals nor any of its subcontractors:

- Have within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- Have not within a three-year period preceding this bid had one or more public transactions (federal, state, or local) terminated for cause or default.

I agree that I will obtain identical certifications from prospective lower-tier construction subcontractors prior to the award of any lower-tier construction subcontracts with a price exceeding $10,000. I also agree that I will retain such certifications in my files.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signature of Authorized Representative

Walsh Construction Company II, LLC
Type/Print Name of Bidder

Sean C. Walsh
Type/Print Representative's Name

President
Type/Print Title

8/24/2022
Date

END OF SECTION

SECTION 00495

BID DOCUMENT CERTIFICATION

(To Be Submitted accordance with Section 00200, Article 41, Escrow Bid Documents)

Name of Owner: City of Sunnyvale

Project Name: Sunnyvale Cleanwater Program (SCWP)- Secondary Treatment and Dewatering Project

Project Number: Public Works Project No. UY-21-07

The undersigned hereby certifies that the bid documentation contained herein constitutes the complete, only and all documentary information used in the preparation of the Bid as specified in the Instructions to Bidders, and that I have personally examined these contents and have found that this bid documentation is complete. Furthermore, I certify that all Subcontractors whose total subcontract amount exceeds five percent (5%) of our Total Bid Amount have furnished separate Escrow Bid Documents and their bid documentation is also furnished herein.

By: _____ Sean C. Walsh

Title: President

Firm: Walsh Construction Company II, LLC

END OF SECTION

DRAFT THIRD AMENDMENT TO CONSULTANT SERVICES AGREEMENT BETWEEN CITY OF SUNNYVALE AND CAROLLO ENGINEERS, INC. FOR DESIGN AND CONSTRUCTION SUPPORT SERVICES FOR THE SECONDARY TREATMENT AND DEWATERING PROJECT

THIRD Amendment to Consultant Services Agreement, dated _____, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and CAROLLO ENGINEERS, INC, a Delaware corporation ("CONSULTANT") (collectively referred to herein as “Parties”).

WHEREAS, on September 11, 2017, CITY and CONSULTANT entered into a Consultant Services Agreement whereby CONSULTANT would perform professional services necessary for development of a safe and efficient design, preparation of bid documents for Public Works competitive bidding and, construction support for the Secondary Treatment and Dewatering project (“Agreement”); and

WHEREAS, on February 11, 2020, CITY and CONSULTANT entered into a First Amendment to Consultant Services Agreement whereby the Parties agreed to amend the Agreement by adding an additional Scope of Work, Exhibit “A-2”, and additional compensation schedule, Exhibit “B-1”, and to increase the contract not-to-exceed amount by $1,217,192 for a new contract total amount of $18,963,308; and

WHEREAS, on August 19, 2021, CITY and CONSULTANT entered into a Second Amendment to Consultant Services Agreement whereby the Parties agreed to amend the Agreement by adding an additional Scope of Work, Exhibit “A-3”, and additional compensation schedule, “Exhibit B-2”, and to increase the contract not-to-exceed amount by $675,489.78 for a new contract total amount of $19,638,797.78; and

WHEREAS, with respect to the Second Amendment to the Agreement, the Parties recognize that aforementioned Exhibit B-2 was mislabeled as Exhibit “B-3”, and the Parties desire to correct the typographical error related to only the labeling of this exhibit.

WHEREAS, the Parties now agree that a THIRD Amendment to said Agreement is advisable;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS THIRD AMENDMENT TO CONSULTANT SERVICES AGREEMENT:

1. Section 1 entitled “Services by CONSULTANT” is hereby amended as follows:

    1. Services by Consultant

    [Replace the first paragraph with the following:]

    CONSULTANT shall provide services in accordance with Exhibit "A" entitled “Scope of Work,” Exhibit “A-2” entitled “Additional Scope of Work,” Exhibit “A-3” entitled “Engineering Services during Construction,” and Exhibit “A-4” entitled “Engineering Services during Construction – Scope of Services, July 19, 2022.” All exhibits referenced in this Agreement are attached hereto and are incorporated herein by reference. To accomplish that end, CONSULTANT agrees to assign Jim Hagstrom to this project, to act in the capacity of Project Manager and personally direct the professional services to be provided by CONSULTANT.

2. Section 2 entitled “Notice to Proceed/Completion of Services” is hereby amended as follows:

2. Notice to Proceed/Completion of Services

[Replace paragraph (b) with the following:]

(b) When CITY determines that CONSULTANT has satisfactorily completed the services defined in Exhibit "A," Exhibit "A-2", Exhibit "A-3", and Exhibit "A-4", CITY shall give CONSULTANT written Notice of Final Acceptance, and CONSULTANT shall not incur any further costs hereunder. CONSULTANT may request this determination of completion when, in its opinion, it has satisfactorily completed the Scope of Work (Exhibit "A"), Additional Scope of Work (Exhibit "A-2"), Additional Scope of Work (Exhibit "A-3"), and Additional Scope of Work (Exhibit "A-4"). If so requested, CITY shall make this determination within fourteen (14) days of such request.

3. Section 4 entitled "Payment of Fees and Expenses" is hereby amended to follows:

4. Payment of Fees and Expenses

[Replace this section with the following:]

Payments shall be made to CONSULTANT on a monthly basis as set forth in the attached Exhibit "B" entitled "Compensation Schedule," Exhibit B-1 entitled "Additional Compensation Schedule," Exhibit B-2 entitled "Additional Compensation Schedule," and Exhibit "C" entitled "Compensation for Reimbursable Expenditures." All compensation will be based on monthly billings, based on hourly rates, as provided in Exhibit "B," Exhibit "B-1," Exhibit "B-2," and Exhibit "C". Compensation will not be due until said detailed billing is submitted to CITY within a reasonable time before payment is expected to allow for normal CITY processing. An estimate of the percent of total completion and actual hours completed associated with the various task descriptions of the services shall be furnished by CONSULTANT with said billing. When applicable, copies of pertinent financial records will be included with the submission of billing(s) for all direct reimbursables. In no event shall the total Compensation exceed the amounts set forth in Exhibit "B" for each task description total fee, and shall include services as identified in Exhibit "A" in the amount of Fifteen Million Nine Hundred Ninety Five Thousand Three Hundred Thirty Two and No/100 Dollars ($15,995,332.00) for the duration of the contract, as well as optional services in an amount not to exceed One Million Seven Hundred Fifty Thousand Seven Hundred Eighty Four and No/100 Dollars ($1,750,784.00) for the duration of the contract.

In no event shall the total amount of compensation exceed the amount set forth in Exhibit B-1 for each task description total fee, and shall include services identified in Exhibit A-2 in the amount of One Million Two Hundred Seventeen Thousand One Hundred Ninety Two and No/100 Dollars ($1,217,192.00) unless upon written modification of this Agreement executed by both parties.

In no event shall the total amount of compensation exceed the amount set forth in Exhibit B-2 for each task description total fee, and shall include services identified in Exhibit A-3 in the amount of Seven Hundred Sixty Thousand Three Hundred Twenty Three and No/100 Dollars ($675,489.78) for the duration of the contract, unless upon written modification of this Agreement executed by both parties.

In no event shall the total amount of compensation exceed the amount set forth in Exhibit B-3 for each task description total fee, and shall include services identified in Exhibit A-4 in the amount of Six Million Eight Hundred Eighty-Nine Thousand Four Hundred Fifty-Two and 03/100

Dollars ($6,889,452.03) for the duration of the contract, unless upon written modification of this Agreement executed by both parties.

In no event shall the total amount of compensation payable under this agreement exceed the sum of Twenty-Six Million Five Hundred Twenty-Eight Thousand Two Hundred Forty-Nine and 81/100 Dollars ($26,528,249.81) unless upon written modification of this Agreement. All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707.

CONSULTANT will be reimbursed as promptly as fiscal procedures will permit upon receipt by the CITY of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated in the Compensation Schedule and shall reference the project title. The final invoice must contain the final cost and all credits due CITY. The final invoice should be submitted within 60 calendar days after completion of CONSULTANT's work.

4. Section 8 entitled "Standard of Workmanship" is hereby amended to read as follows:

8. Standard of Workmanship

[Replace Second paragraph with the following:]

The plans, designs, specifications, estimates, calculations, reports and other documents furnished under Exhibits "A", "A-2","A-3", and "A-4" 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, 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. The exhibit that was attached to the Second Amendment as "Exhibit B-3" is replaced with the correctly labeled "Exhibit B-2", which is attached and incorporated into this Third Amendment.

6. Exhibit "A-4," entitled Engineering Services During Construction – Scope of Services, July 19, 2022," is attached hereto and incorporated into this Third Amendment.

7. The amended Exhibit "B-3," which provides an additional compensation schedule, is attached hereto and incorporated into this Third Amendment.

8. All other terms and conditions remain unchanged and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Third Amendment to the Agreement.

ATTEST:

By_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CITY OF SUNNYVALE ("CITY")

By_____
City Manager

CAROLLO ENGINEERS, INC.
("CONSULTANT")

By_____

_____
Name/Title

By_____

_____
Name/Title

Exhibit A-4

CITY OF SUNNYVALE

WPCP

SECONDARY TREATMENT AND DEWATERING PROJECT

ENGINEERING SERVICES DURING CONSTRUCTION

SCOPE OF SERVICES

July 19, 2022

I.BACKGROUND

The City of Sunnyvale (City) (Owner) will construct the Secondary Treatment and Dewatering Project at the Water Pollution Control Plant (WPCP). Engineering services during construction (ESDCs) were estimated by Carollo/Jacobs (Consultant) before any detailed engineering was completed on the proposed facilities. This scope of services brings the level of effort of the construction support services in Task I in line with the final design package. Relevant Tasks J (Commissioning Support Services) and K (Operation and Maintenance Manual Updates) remain the same as the original estimate.

II.SCOPE OF SERVICES

This section presents the Scope of Services for the Secondary Treatment and Dewatering Project - Engineering Services during Construction (ESDC). This scope replaces the scope of Task I of the contract.

I.Construction Support Services

Consultant shall provide engineering services during construction for all aspects of this project.

The Construction Management Consultant (CMC) in conjunction with the City's Public Works staff will have primary responsibility for construction management and inspection. The Consultant's point of contact shall be the CMC, not the contractor. The Consultant shall provide the following services:

1.Review Request for Information (RFIs)

Consultant shall review and respond to Requests for Information (RFIs) from the Contractor forwarded by the City's Construction Manager (CM) and issue interpretations and design clarifications (DCs) to the contract documents. Consultant will return RFIs within an average turnaround time of seven (7) calendar days with a target of no later than ten (10) calendar days.

Deliverables: Consultant will provide written responses to RFIs and DCs.

2.Review Submittals and Substitution Requests

Consultant shall review and respond to submittals and resubmittals from the Contractor forwarded by the CM. Consultant shall also review equipment substitution (or-equal) requests submitted by the Contractor. Contractor is responsible for deferred submittals to the Building Department and Consultant will provide support information. Consultant will return submittals within an average turnaround time of twenty-one days with a target of no later than twenty-eight (28) calendar days.

Deliverables: Consultant will provide written responses to submittals, resubmittals, and substitution requests.

3.Meetings and Field Observation

Consultant shall provide project administration, attend specified meetings, and provide supplemental field observation during the construction period.

1. **Project Management and Administration -** Consultant shall provide project administration necessary for proper planning, filing, execution, monitoring, quality control, and reporting of this project during the construction period.

2. **Pre-Construction Conference –** Consultant's principal-in-charge, project manager(s), project engineer, electrical lead, and civil lead will attend a pre-construction meeting with the City, CM, plant staff, and Contractor. The purpose of the meeting is to facilitate understanding of the contract requirements by all parties involved. Agenda and minutes provided by City/CM.

3. **Progress Meetings -** Consultant shall attend progress meetings weekly with the City, plant staff, construction manager (CM) and Contractor. The purpose of these meetings is to discuss construction status and to review key issues with the Contractor. The meetings will be conducted by the CM. Consultant's project manager or project engineer will attend. Consultant attendance will be virtual unless CM/Owner requires presence on site. Minimum 5 working days notice in advance of the meeting. Agenda and minutes provided by City/CM.

4. **Technical Meetings -** Consultant shall attend technical meetings with the City, plant staff, CM and Contractor. The purpose of these meetings is to discuss technical elements of the project outside of the regular progress meetings. These meetings will be conducted by the CM. Consultant shall provide, as-required, discipline specific personnel in the areas of civil, architectural, structural, HVAC, mechanical, electrical, and instrumentation for these technical meetings. Consultant attendance will be virtual unless CM/Owner requires presence on site. Minimum 5 working days notice in advance of the meeting. Agenda and minutes provided by City/CM.

5. **Off-Site PG&E Coordination Meetings** – Consultant shall hold monthly PG&E coordination meetings during construction for the off-site scope of work. Purpose of these meetings is to keep PG&E engaged on the project and obtain status updates from PG&E on any off-site work. Consultant will provide meeting agenda, meeting minutes, and update schedules. Consultant attendance will be virtual and include Project Manager, Project Engineer, and Electrical Engineer. PMC/City and CM will also attend and support the efforts associated with this off-site PG&E coordination. Task includes three additional meetings prior to the start of construction.

   Deliverables: Consultant will provide Agenda, Meeting minutes and PG&E schedules.

6. **Field Observation -** Consultant will provide field structural observation services by a registered civil or structural engineer required by Chapter 17, Section 1704.6 of the 2019 CBC specifically described below. CM will provide special inspection services required by the California Building Code (CBC). Consultant will provide the structural observation services indicated in the Secondary Treatment and Dewatering Project Contract Documents (Dwg 000G021 and Section 01455). In addition, Consultant's geotechnical engineer (Fugro) will provide field observation services for the geotechnical related items. City/CM to provide minimum 5 working days advance notice of need for field observation.

   Deliverables: Consultant will provide field notes and field reports by geotechnical and structural engineers.

7. **Final Punchlist and Inspection -** Consultant shall assist the City and CM in performing a project "walk-through" inspection and preparing a substantial completion punch list of outstanding items to be completed by the Contractor to achieve final acceptance.

   Deliverables: Consultant will review and supplement punch-list items to be developed by the CM.

8. **(Optional) Post Construction Guaranty Period Meetings –** Consultant's project manager and project engineer will attend a post construction meeting with the City, CM, plant staff, and Contractor approximately 11 months after the date of substantial completion. The purpose of this meeting is to review any issues that may require the Contractor to repair prior to expiration of the project warranty period. Agenda and minutes provided by City/CM.

4.Prepare Record Drawings

Consultant shall prepare record drawings after construction contract closeout using Consultant's standard format to include changes made during the construction period. The Contractor and City's CM team will maintain a full-size set of marked-up drawings detailing all field changes and clarifications. Consultant shall not be responsible for field measuring as-built conditions and will rely solely on the information provided by the CM and Contractor as the basis for preparing the record drawings. CM to provide Conformed copy of full-size as-built drawing markups by the Contractor and the City's CM team.

Deliverables: Consultant to provide record drawings as AutoCAD and pdf.

5.Assistance with Contract Changes

Consultant shall provide engineering support services specified herein to assist the City and CM during the construction period.

1. **Review Cost Reduction Proposals -** Consultant shall review formal cost reduction proposals submitted by the Contractor.

   Deliverables: Consultant will provide written responses to the value engineering proposals.

2. **Assist with Review of Contract Change Orders -** Review shall be limited to merits of the proposed change order and providing input on applicable unit and material prices of selected items. The City and CM will negotiate the proposed change order cost with the Contractor based on Consultant's input on applicable equipment and material prices.

Deliverables: Consultant will provide written responses to change orders.

3. **Assist with Owner Requested Field Changes -** Clarify and/or change the intent of the contract documents at the request of the City. In preparing the proposed change, Consultant will assist with revised specifications, drawings, and/or sketches, as necessary, to change the intent of the contract documents and review cost of proposed changes.

   Deliverables: Consultant will provide completed specifications, drawings, and/or sketches per proposed changes to contract documents.

Assumptions and Clarifications.

Some key assumptions made in development of the scope of work are listed below.

- The work effort and budget estimate are based on the issued-for-bid Secondary Treatment and Dewatering contract documents.
- Level of Effort is based on the attached Exhibit A.
- CM will manage flow of all construction documents including logging documents, distributing Contractor generated documents (e.g. RFIs, submittals, etc.) electronically to the Consultant for review, and issuing Consultant generated documents (e.g. RFI responses, submittal review comments, etc.) to the Contractor.
- City will provide access to the City's record management software (E-Builder) for the Consultant and Consultant's subcontractors free-of-charge (5 licenses total). The scope and budget do not include any license or access fees associated with the use of the record management software.
- After completion of the project, Consultant will have full access to project files created by the Consultant through the record management software including the right to copy any files for record keeping.
- CM will review bid results, contracts and all other documentation required under Division 0 with limited consultant support for technical items.
- CM will review and comment on submittals on the following topics: site safety, Contractor cost breakdown, Contractor submittal list, Contractor quality assurance, Contractor quality control, temporary shoring, dewatering, and Contractor's geotechnical report. Consultant will not participate in review of these submittals.
- CM will provide preliminary review of submittals and RFIs for general completeness, accuracy, and relevance. Incomplete, inaccurate, and/or irrelevant submittals and RFIs will be returned to the Contractor and not forwarded to the Engineer.
- CM will take lead in reviewing and commenting on Contractor's baseline schedule and schedule updates with limited consultant support.
- CM will take lead in reviewing and commenting on process progress payment requests with limited consultant support.

- CM and WPCP staff will take lead in reviewing and commenting on and coordinating System Outage Requests with limited consultant support.
- Contractor and/or CM will conduct all regular and special inspections at the project site.
- The scope and budget do not include management of certified claims filed in accordance with contract and PCC20104.
- The scope and budget do not include field alteration redesign services to correct facilities that the Contractor did not construct in accordance with the Contract Documents.
- The scope and budget does not modify the original task J or K in the original contract.
- The scope and budget do not include the development of Standard Operating Procedures (SOPs).
- The scope and budget do not include coordination or assistance related to SRF funding. AIS/BABA certification review will be performed by CM/PMC and Consultant will not participate or support comment tracking or communication on these topics.
- The scope and budget do not include pre-construction wildlife surveys that may be required.
- The level of effort and fee are an estimate based on common metrics for this type of a project and assumptions on what will be required from the engineer of record during the project construction phase. Level of effort may vary depending on the contractor.
- Consultant will respond to requests for support from CM/City on as needed basis within the framework and the scope of the services outlined herein.
- Consultant will review submittals and RFIs and provide technical support for the on-site PG&E scope of work, but the Contractor will lead coordination with PG&E for the onsite scope of work. The scope and budget does not include effort to lead participate in coordination meetings for the onsite scope.

FUGRO
Fugro USA Land, Inc.
1777 Botelho Drive, Suite 262
Walnut Creek, California 94596
T +1 925 949-7100

Carollo Engineering, Inc.
Attn: Mr. Jamie Pigott, PE
2795 Mitchell Drive
Walnut Creek, California 94598

June 7, 2022

Revised Proposal for Geotechnical Services During Construction
Sunnyvale SCWP Secondary Treatment and Dewatering - Sunnyvale, California

Dear Mr. Pigott,

Fugro is pleased to present this revised proposal to provide Geotechnical Services During Construction for the Sunnyvale SCWP Secondary Treatment and Dewatering Project located in the Sunnyvale, California. Fugro was previously contracted to provide geotechnical engineering services for various projects at the Sunnyvale facility, and geotechnical investigation reports submitted include the following:

- "Geotechnical Investigation Report, Sunnyvale Cleanwater Program, Existing Plant Rehabilitation, Sunnyvale Water Pollution Control Plant, Sunnyvale, California," dated January 28, 2021, Fugro Project No. 04.72190095 (04.72190095-PR-001 03).
- "Geotechnical Interpretative Report, Sunnyvale WPCP, City of Sunnyvale, California," dated December 2021, Fugro Project No. 04.72180060 (04.72180060-PR-001 Rev 02).
- "Geotechnical Data Report, Sunnyvale WPCP Secondary Treatment and Dewatering, Sunnyvale, California," dated May 10, 2019, Fugro Project No. 04.72180060 (04.72180060-PR-001 Rev 00).
- "Geotechnical Evaluation – Administration and Lab Building Relocation Assessment, Sunnyvale WPCP, Sunnyvale, California," dated May 3, 2019, Fugro Project No. 04.72180060 (04.72180060-PR-003 Rev 00).
- "Geotechnical Study Master Plan and Facilities Upgrade Project, Water Pollution Control Plant, Sunnyvale, California," dated June 22, 2016, Fugro Project No. 04.72130065.

This proposal is based upon the information provided in the bid documents, contractor's schedule, communications with Carollo, and our experience with similar projects.

Fugro is in receipt of the bid documents prepared by Carollo Engineers. The following documents were used for the preparation of this proposal:

- SCWP, Secondary Treatment and Dewatering Project, Bid Set, 90% Submittal, Volume 2 Through 4, Specifications, Drawings, and Appendices, May 2021.
- Site Preparation and Secondary/Dewatering Project, Construction Schedule, February 2021.

Project Description

The project requires geotechnical observation and/or testing during construction.

The Secondary Treatment Project includes:

a. Site earthwork, yard piping, and pavement.
b. Construction of buried utility relocations outside of the Water Pollution Control Plant boundaries including installation of 30-inch RAS pipe buried 0 to 9 feet below existing ground (~360 LF), 36 to 48-inch SE pipe buried 12 to 12 feet (550 LF), 6-inch SD pipe buried 7 to 11 feet BEG (~170 LF), 8-inch SD pipe buried 5 to 10 feet BEG (~430 LF), 12-inch SD pipe buried about 12 feet BEG (~130 LF), 8-inch DE pipe buried about 12 feet BEG (~70 LF).
c. Temporary installation of shoring for the construction of Bioreactors, Secondary Clarifiers, SE pipe, RAS/WAS Pump Station, and yard piping (~1400 LF).
d. Construction of mat foundations for the Primary Effluent Distribution Structure, Bioreactors/ Aeration Basins, Mixed Liquor Splitter Structure, Secondary Clarifiers, RAS Pump Station, WAS Pump Station, HC Overflow Box, Blower Building, Standby Generator, Sludge Blend Tank, Fuel Tank, and 12KV Transformers.
e. Construction of pile foundations for the Thickening & Dewatering Building, DEMON Sidestream Treatment, and Digested Sludge Storage Tanks.

Geotechnical Scope of Services

Based on our discussions with Carollo Engineers, we propose to provide Office and Field Engineering Services as described below. Our added scope Tasks for services during construction are numbered sequentially starting after the 8 (eight) Tasks of pre-construction phases that were previously authorized. Our proposed/revised additional tasks are described below.

Task 9: Services During Construction

Fugro's services during construction will consist of the following five tasks:

Task 9.1: Office Support

- Consultation to address geotechnical related issues that may arise during construction;
- Review of submittals;

- Review of Requests for Information (RFI's);
- Project management, monitoring of project progress, documentation; and
- Attendance at meetings (as requested, assumes two 1-hour virtual meetings for Pre-Construction and Kick-off Meeting), and meetings during construction.

Task 9.2: Field Observation Services

- Part-time to full-time observations during earthwork including subgrade observations prior to fill placement or foundation construction, excavations, and trench backfill;
- Full-time observation during shoring installation and removal;
- Periodic observation of approved subgrade stabilization method(s) for pavement and piping, as requested; and
- Full-time observation of shoring removal and provide as-needed consultation during construction limited to monitoring of settlements of structures adjacent to the shoring.

Task 9.3: Auger Cast-In-Place (ACIP) Installation

Plans indicate 118 ACIPs for the Thickening and Dewatering Building, 70 ACIPs for DEMON Sidestream Treatment, and 21 ACIPs at the Digested Sludge Storage Tank are planned for the foundation support. In addition, 4 test piles are planned for verification testing. A Fugro engineer will provide full-time observation during installation of ACIP per the building code mandated Special Inspection requirements including top and bottom elevations, drilling speed and difficulties, depth of grout return, volume of used grout mix per pile, and total concrete used per day. A Fugro engineer will observe the installation and load testing operations and review the load test report(s) prepared by the Contractor.

As part of each site visit, a Daily Field Report (DFR) will be prepared that describes the day's geotechnical-related construction activities. At the completion of foundation installation, Fugro will provide a special inspection report for the ACIPs.

Task 9.4: Office Services

At the end of the pile foundation installations, a final report that documents the activities throughout the construction phase will be provided.

Estimated Fee

Our continuing services will be provided on a time and material basis under the terms and conditions of our current contract with Carollo. Our previously authorized budget for the our services prior and during construction is $244,424. Fugro is requesting an additional budget amendment of $265,990 for the services during construction phase of Secondary Treatment Project. This figure was derived from the sum of our estimates for the individual tasks as shown in the table below. This brings our total budget to $510,414 ($244,424 + $265,990).

Our scope of geotechnical services during construction will include the Fugro Project Manager providing consultation, monitoring project progress, attending site visits, reviewing submittals, providing geotechnical RFI responses, and attending project meetings or conference calls, on an as-needed basis.

Site visits will be performed in direct response to requests from an authorized representative of your project team. We recommend that a Fugro representative be present on a part-time to full-time basis during earthwork and shallow foundation construction operations and full-time during installation of drilled pier foundations. During micro-tunnelling, we recommend a Fugro representative be present on a part-time basis to observe the entry and exit pit excavation and on a full-time basis to observe shoring removal. We request a minimum of 48-hours advance notice be provided for site visits. Nonetheless, we will try to accommodate site visit requests with less notice as much as possible. As part of each site visit, a computer-generated Daily Field Report (DFR) will be prepared that details the geotechnical-related construction activities observed. Final reviewed copies will be submitted to Carollo.

For the deep foundations of the ACIPS We anticipate Forty-Seven (47) full-day site visit during the installation of ACIPs.

Our estimates for half-day observation services assume 6-hour days in the field which includes about 2 hours roundtrip travel to and from our Walnut Creek office. Our estimates for full-day observation services assume 10-hour days in the field which includes about 2 hours roundtrip travel to and from our Walnut Creek office. Vehicle and basic sampling and testing equipment are charged at a rate of $120/day and includes all mileage charges. No project minimums are charged for field visits, with the exception of a 2-hour “showup” charge for a scheduled site visit that is cancelled at the jobsite upon arrival or when field engineer is already in route to the jobsite.

It should be noted that construction especial inspection including material testing and filed density testing will be performed by a third-party CM.

We propose to perform this scope of work on a time-and-materials basis in accordance with our Fee Schedule at the time of services. Our 2017 Fee Schedule from the prime contract was used to calculate the rates in 2022 considering 2% escalation per year (table below). We understand that the geotechnical related construction items will extend in the second half of year 2024. In our cost estimate, we are including escalation from 2022 to midpoint of construction using a multiplier 1.055967307 to account for escalation through mid-2024.

This total estimated fee will not be exceeded unless the scope of services changes or additional time is requested for the field and/or office services, and not without your prior authorization. Our work can begin immediately upon receiving your written authorization.

The proposed scope of work does not include identifying the presence, type, and extent of hazardous materials, if any, encountered during construction. If such materials are encountered, Fugro can provide appropriate hazardous materials consulting services under a separate contract with you.

We are pleased to provide this fee estimate to you and look forward to working with you on this project. If you have any questions or need additional information, please call.

Sincerely,

Reza Rahimnejad, PhD
Senior Engineer

Ronald L. Bajuniemi, PE, GE
Vice President

Document Control

Document Information

Project Title	Sunnyvale SCWP – Secondary Treatment & Dewatering Project
Document Title	Proposal for Geotechnical Services During Construction
Fugro Project No.	04.P0183631
Fugro Document No.	04.P0183631-P-002
Issue Number	04
Issue Status	Final
Fugro Legal Entity	Fugro USA Land, Inc.
Issuing Office Address	1777 Botelho Drive, Suite 262, Walnut Creek, California 94596

Client Information

Client	Carollo Engineers, Inc.
Client Address	2795 Mitchell Drive, Walnut Creek, California 94598
Client Contact	Mr. Jamie Pigott, PE

Revision History

Issue	Date	Status	Comments on Content	Prepared By	Checked By	Approved By
01	February 24, 2022	Daft	For Review	RR/MW	RLB	RLB
02	April 1, 2022	Draft	Revised per Client's Request	RR	RLB	RLB
03	April 5, 2022	Final		RR	RLB	RLB
04	June 7, 2022	Final	Revised per Client's Request	RR	RLB	RLB

LEVEL OF EFFORT

Exhibit "B-3" Additional Compensation Schedule

City of Sunnyvale
Sunnyvale Secondary Treatment and Dewatering Project
ESDC - Secondary Treatment and Dewatering
October 2022

Overall/ Carollo Detail

			Carollo Labor																	Carollo ODCs	Total	Year (Midpoint)	Carollo/ Jacobs Labor Escalation	Total
		Specific Project Role	Project Principal	Project Manager	Technical Support/ QC Lead	Construction Lead	Project Engineer/ Construction Lead	Civil Lead	Electrical	Instrumentation Lead	Structural Lead	Project Professional	Assistant Professional	Senior CAD	CAD Technician	Document Processing			Key Partner	Geotech					
		Associated Rate Category in Rate Sheet	Project Principal	Project Manager	Technical Advisor/QC	Senior Project Professional	Project Professional	Project Professional	Senior Project Professional	Project Professional	Project Professional	Project Professional	Assistant Professional	Senior CAD	Staff Professional/ CAD Technician/ Graphics/ Administrative Assistant	Document Processing	Total Hours	Total Labor Costs			Other Direct Costs	Total Fee			Total Fee
		Individual	Jim Hagstrom	Karl Hadler	Scott Parker	John Newbrough	Jamie Pigott	Ryan Hook	Chris Carvalho/ Chris Loving	Doug Brown	Eric Wilkins	Various	Various	TBD	TBD	TBD			Jacobs	Fugro					
		Rate	$308	$285	$285	$285	$226	$226	$285	$226	$226	$226	$187	$196	$144	$128			Fee	Fee					
Current Contract	**I**	**Construction Support Services**	-	-	-	-	-	-	-	-	-	-	-	-	-	-							2021.5	2%	
Current Scope/Budget	I.1	Base Scope Construction Support Services																$ 1,894,837	$ 1,040,650	$ 63,000	$ 65,489	$ 3,063,976		$ 285,571	$ 3,349,547
	I.1	Maintenance Building Deduction																	$ (116,990)						
		Current Total Budget for Base Scope of Work																$ 1,894,837	$ 923,660	$ 63,000	$ 65,489	$ 2,946,986		$ 285,571	$ 3,232,557
Revised Scope/Budget	**I.1**	**Base Scope Construction Support Services**	258	872	103	2,683	5,231	1,474	1,352	636	1,511	5,104	3,145	475	723	3,496	27,062	$ 5,891,264	$ 3,315,339	$ 286,545	$ 65,489	$ 9,558,637	2025	$ 563,373	$ 10,122,009.46
		Review RFIs	118	388	47	1,210	2,350	588	588	235	588	2,233	1,410	118	118	1,763	11,750	$ 2,555,049	$ 1,606,123			$ 4,161,172		$ 254,631	$ 4,415,802.96
		Review Submittals and Substitution Request	103	339	41	1,059	2,057	514	514	206	514	1,954	1,234	103	103	1,542	10,283	$ 2,235,886	$ 1,144,252			$ 3,380,137		$ 206,839	$ 3,586,976.22
		Meetings and Field Observation	32	105	13	327	634	317	159	159	317	729	317	0	0	63	3,171	$ 735,756	$ 421,890	$ 286,545	$ 65,489	$ 1,509,680		$ 70,839	$ 1,580,518.58
		Prepare Record Drawing	0	12	0	25	62	25	62	25	62	75	112	248	497	37	1,242	$ 230,020	$ 80,988			$ 311,008		$ 19,032	$ 330,039.57
		Assist with Contract Change	6	20	2	62	120	30	30	12	30	114	72	6	6	90	600	$ 130,466	$ 58,374			$ 188,841		$ 11,556	$ 200,396.22
		(Optional) Post Construction Guaranty Period Meeting		8			8										16	$ 4,087	$ 3,712			$ 7,799		$ 477	$ 8,275.90
Additional Budget Request	**I.1**	**Base Scope Construction Support Services**																$ 3,996,427	$ 2,391,679	$ 223,545	$ -	$ 6,611,651		$ 277,801	$ 6,889,452.03

City of Sunnyvale
Sunnyvale Secondary Treatment and Dewatering Project
ESDC - Secondary Treatment and Dewatering
October 2022

Jacobs Detail

			Jacobs Labor															ODCs	Total	Year (Midpoint)	Escalation	Total
		Specific Project Role	Project Manager	Design Manager	Quality Management / Health and Safety	Architectural	Structural	Process Mechanical	Process Mechanical	Fire Protection / HVAC / Plumbing	Professional	Assistant Professional	Senior CAD	CAD Technician	Document Processing	Total Hours	Total Labor Costs	Other Direct Costs	Total Fee			Total Fee
		Associated Rate Category in Rate Sheet	SR. Professional 2	SR. Professional 2	Pricipal Professional 1	Pricipal Professional 1	Pricipal Professional 1	Sr. Professional 1	Pricipal Professional 1	Pricipal Professional 1	Sr. Professional 2	Project Professional 2	Engineering Tech Lead	Technician 2	Office/Clerical							
		Individual	Kathy Rosinski	Josh Koch	Geoff Kirsten	Geoff Kirsten	Alex Firth	Ryan Campbell	Cory Lancaster	Patrick Rausch	Various	Various	TBD	TBD	TBD							
		Rate	$215	$215	$249	$249	$249	$187	$249	$249	$215	$165	$217	$123	$120							
	I	**Construction Support Services**	-	-	-	-	-	-	-	-	-	-	-	-	-					2021.5	2%	
Current Scope/Budet	I.1	Base Scope Construction Support Services															$ 981,330.00	$ 59,320	$ 1,040,650.00		$ 96,992	$ 1,137,642
	I.1	Maintenance Building Deduction															$ (116,990.00)	$ -	$ (116,990.00)		$ -	$ (116,990)
		Current Total Budget for Base Scope of Work															$ 864,340.00	$ 59,320	$ 923,660.00		$ 96,992	$ 1,020,652
Revised Scope/Budget	I.1	Base Scope Construction Support Services	324	705	157	1,170	2,006	1,220	1,220	374	3,490	2,743	948	678	727	15,764	$ 3,256,019	$ 59,320	$ 3,315,339	2025	2%	$ 3,518,194
		Review RFIs	78	235	78	627	940	627	627	157	1,567	1,567	627	313	392	7,834	$ 1,606,123		$ 1,606,123		$ 98,274	$ 1,704,397
		Review Submittals and Substitution Requests	55	166	55	443	664	443	443	111	1,439	1,107	221	111	277	5,533	$ 1,144,252		$ 1,144,252		$ 70,013	$ 1,214,265
		Meetings and Field Observation	163	244	16	65	358	130	130	98	325	65	0	0	33	1,627	$ 362,570	$ 59,320	$ 421,890		$ 25,814	$ 447,704
		Prepare Record Drawings	0	9	5	19	19	9	9	9	47	5	95	237	9	474	$ 80,988		$ 80,988		$ 4,955	$ 85,943
		Assist with Contract Changes	28	42	3	17	17	11	11	0	112	0	6	17	17	280	$ 58,374		$ 58,374		$ 3,572	$ 61,946
		(Optional) Post Construction Guaranty Period Meetings		8			8									16	$ 3,712		$ 3,712		$ 227	$ 3,939
Additional Budet Requested	I.1	Base Scope Construction Support Services															$ 2,391,679	$ -	$ 2,391,679		$ 105,864	$ 2,497,543

Task Description	Sr. Principal Engineer ($309.14/hr)	Principal Engineer ($253.94/hr)	Sr. Professional ($209.78/hr)	Project Engineer ($182.17/hr)	Word Processor ($110.41/hr)	Vehicle ($93.85/day)	Estimated Cost
9.1 Project Management Office							
■ Engineering Consultation	20		40				
■ Review of RFIs and Submittals	40		80				
■ Project management, monitoring of project progress, documentation	5		5				$ 63,980
■ Meetings	20		20				
■ DFRs	10		20				
9.2 Field Observations							
■ During Earthwork, trenching, pavement sub-base preparation, and Shallow Foundations:				300		50	
• Assume a Project Engineer for 50 half-day site visits (@ 6 hrs/day, plus vehicle)							
■ During Sheetpils Installation				50		5	$ 88,200
• Assume a Project Engineer for 5 full-day site visits (@ 10 hrs/day, plus vehicle)							
■ During Shoring Removal:				100		10	
• Assume a Project Engineer for 10 full-day site visits (@ 10 hrs/day, plus vehicle)							
9.3 Observation During the Installation of Auger Cast in Place (ACIP)							
■ Provide full-time observation during the installation of ACIP and testing (four ACIP load tests). Assume a project engineer for 47 full-time site visits (10 hrs./day at $180/hr., plus $120/day for vehicle = $1,860/day, travel time included. Assume 1hr/site visit of senior professional for review of daily field reports at $215/hr. Pile load tests are included (4days)			47	470		47	$ 99,980
8.5 Construction Monitoring Reports							
■ Provide final installation report	2		4	24	4		$ 6,270
• We anticipate one summary report at the end of deep foundation installations							
Total:							**$258,430**
Total Escalated through mid-2024 (multiplier: 1.055967307):							**$272,900**

Secondary Treatment and Dewatering Project
ESDC Level of Effort: Scope Estimate & Assumptions

Metric	Value	Notes
Estimated Construction Cost	$204,000,000	100% engineer's estimate
Total # of submittals	2239	
# of submittals	1261	based on prelminary submittal list
# of resubmittals	978	~75% rate, based on prelliominar submittal list, consistent with Primary Project metrics
Total # of RFIs/RFCs	2448	
# of RFIs	2040	
# of RFCs	408	
RFIs per $Million	10	same as used in site prep estimate, consistent with Primary Project metrics
RFCs per $Million	2	same as used in site prep estimate, consistent with Primary Project metrics

Scope	Basis for Estimate			Total Carollo Hours	Notes
	Number	Units	Hours per item		
1.0 Review Request for Information (RFIs)				19,584	Total
				11,750	Carollo
				7,834	Jacobs
Review RFIs	2040	RFIs			7 hrs eng, 1 hr for document management
Carollo	1224	RFIs	8	9,792	
Jacobs	816	RFIs	8	6,528	
Review RFCs	408	RFCs			7 hrs eng, 1 hr for document management
Carollo	245	RFIs	8	1,958	
Jacobs	163	RFIs	8	1,306	
2.0 Review Submittals and Shop Drawings				15,816	Total
				10,283	Carollo
				5,533	Jacobs
Submittals	1261	submittals			7 hrs eng, 1 hr for document management
Carollo	800	submittals	8	6,991	~ 8hrs per submittal, developed based on preliminary submittal list
Jacobs	462	submittals	8	3,793	~ 8hrs per submittal, developed based on preliminary submittal list
Resubmittals	978	resubmittals			
Carollo	628	resubmittals	4	3,099	~ 4 hrs per resubmittal, ~75% rate
Jacobs	350	resubmittals	4	1,612	~ 4 hrs per resubmittal, ~75% rate
Substitution Requests	20	substitution requests			< consistent with original scope
Carollo	12	substitution requests	16	192	
Jacobs	8	substitution requests	16	128	
3.0 Meetings and Field Observation				4,830	Total
				3,187	Carollo
				1,643	Jacobs
Project Management	53	months			November 2022 to March 2027
Carollo	53	months	12	636	
Jacobs	53	months	8	424	
Pre-construction Conference	1	mtgs			per section 01200
Carollo	1	mtgs	16	16	
Jacobs	1	mtgs	16	16	
Progress Meetings	115	mtgs			Biweekly attendance at construction meetings
Carollo	115	mtgs	8	919	
Jacobs	115	mtgs	4	459	
Technical Meetings	121				
1: Submittals	68	mtgs			
Carollo	43	mtgs	8	344	3% of submittals
Jacobs	25	mtgs	8	200	3% of submittals
2: Quality Assurance	6	mtgs			
Carollo	4	mtgs	8	32	
Jacobs	2	mtgs	8	16	
3: Field Pre-Installation	12	mtgs			13 specs require pre-installation meetings
Carollo	6	mtgs	8	48	
Jacobs	6	mtgs	8	48	

4: Electrical Meetings	7	mtgs			as indicated in 01200
Carollo	7	mtgs	8	56	
5: I&C Meetings	8	mtgs			as indicated in 01200
Carollo	8	mtgs	8	64	
6: PG&E Coordination (onsite)	10	mtgs			Attendance at contractor/CM led PG&E coordination meetings
Carollo	10	mtgs	8	80	
7: Special/Expert Observation (structural, electrical, etc	10	mtgs			
Carollo	6	mtgs	8	48	
Jacobs	4	mtgs	8	32	
PG&E Offsite Project Coordination	56	Months			
Carollo	56	Months	6	336	3 attendees each month plus 3 hrs support
Field Observation	50	mtgs			
Carollo	30	mtgs	16	480	
Jacobs	20	mtgs	16	320	
Final Inspections and Punchlist	2	days			
Carollo	2	days	48	96	4 staff, 2 days, 8 hr/day + data processing
Jacobs	2	days	48	96	4 staff, 2 days, 8 hr/day + data processing
Post Construction Guaranty Period Meetings	1	mtgs			OPTIONAL TASK - per section 01200
Carollo	1	mtgs	16	16	
Jacobs	1	mtgs	16	16	
Lessons Learned Workshop	1	mtgs			
Carollo	1	mtgs	16	16	
Jacobs	1	mtgs	16	16	
4.0 Prepare Record Drawings				1,716	Total
				1,242	Carollo
				474	Jacobs
Record Drawings	858	dwgs			< 2 hrs per dwg, consistent with original scope
Carollo	621	dwgs	2	1,242	
Jacobs	237	dwgs	2	474	
5.0 Assistance with Contract Changes				880	Total
				600	Carollo
				280	Jacobs
Review Cost Reduction Proposals	4	proposals			
Carollo	3	proposals	40	120	
Jacobs	1	proposals	40	40	
Assist with Review of Contract Change Orders	50	CCOs			< consistent with original scope
Carollo	30	CCOs	8	240	
Jacobs	20	CCOs	8	160	
Assist with Owner Requested Field Changes	8	field changes			
Carollo	6	field changes	40	240	
Jacobs	2	field changes	40	80	

CAROLLO ENGINEERS, INC.
FEE SCHEDULE

As of May 2022

	Hourly Rate	**Individuals Covered by Proposed Rate**
Assistant Professional	$187.00	TBD
Project Professional	$226.00	Pigott (PE)/Hook (Civil Lead)/Brown (I&C Lead)/Wilkins (Structural Lead
Senior Project Professional	$285.00	Newbrough (Senior Construction Lead)/Carvalho (Senior Electrical Lead)/Loving (Senior Electrical Lead)
Project Manager	$285.00	Hadler
Technical Advisor/QC	$285.00	Parker
Project Principal	$308.00	Hagstrom
Staff Professional/CAD Technician/Graphics/ Administrative Assistant	$144.00	TBD
Senior CAD Technicians	$196.00	TBD
Document Processing	$128.00	TBD

These hourly billing rates will be escalated by 2% beginning July 1, 2022.

Sunnyvale Secondary Treatment and Dewatering Project

CH2M HILL Engineers, Inc.
Professionals and Technicians*
2022 Hourly Billing Rates**

Classification	Rate
Principal-in-Charge*	$332
Principal Professional 2*	$298
Principal Professional 1*	$249
Sr. Professional 2*	$215
Sr. Professional 1*	$187
Project Professional 3*	$176
Project Professional 2*	$165
Project Professional 1*	$151
Staff Professional 2*	$142
Staff Professional 1*	$115
Engineering Technician Lead	$217
Technician 3	$165
Technician 2	$123
Technician 1	$104
Office/Clerical	$120

Notes:
* Includes engineering, consulting, planner and scientist disciplines.
**These rates are effective January 1, 2022 through December 31, 2022.
A markup of 5% shall be applied to all Other Direct Costs and Expenses.
An additional premium of 25% will be added to the above rates for Expert Witness and Testimony Services.

Rates are subject to escalation of 2% per year starting on January 1, 2018

DRAFT EIGHTH AMENDMENT TO CONSULTANT SERVICES AGREEMENT BETWEEN THE CITY OF SUNNYVALE AND PSOMAS FOR WATER POLLUTION CONTROL PLANT CONSTRUCTION MANAGEMENT SERVICES

This Eighth Amendment to Consultant Services Agreement dated, _____is by the CITY OF SUNNYVALE ("City"), a California chartered municipal corporation, and PSOMAS ("Consultant").

WHEREAS, on May 6, 2015, CITY and the Covello Group, Inc. ("Covello Group") entered into an agreement entitled, "Consultant Services Agreement between City of Sunnyvale and the Covello Group, Inc. for Water Pollution Control Plant Construction Management Services" ("Agreement"); and

WHEREAS, on March 13, 2018, CITY and the Covello Group entered into a First Amendment to Consultant Services Agreement whereby the Services by the Covello Group, Notice to Proceed, and Time for Performance were modified to incorporate Exhibit A-1, and the Payment for Fees and Expenses was modified as not to exceed $8,665,632; and

WHEREAS, on June 28, 2018, the Covello Group was dissolved via an executed Stock Purchase Agreement, as evidenced by Exhibit "D"; and

WHEREAS, on June 28, 2018, CITY was issued written notification that the resulting legal entity is on and the same, with no change in corporate staff nor changes in services rendered to CITY, nor changes in assignment of contract personnel will occur as a result of the legal entity name change, as evidenced by Exhibit "E"; and

WHEREAS, on October 17, 2018, CITY and CONSULTANT entered into a Second Amendment to Consultant Services Agreement whereby CITY acknowledged all references to "The Covello Group, Inc." shall henceforth be to "PSOMAS"; and

WHEREAS, on December 7, 2019, CITY and CONSULTANT entered into a Third Amendment to Consultant Services Agreement whereby the Services by CONSULTANT, Notice to Proceed, and Time for Performance were modified to incorporate Exhibit A-2, and the Payment for Fees and Expenses was modified as not to exceed $8,985,991; and

WHEREAS, on March 4, 2020, CITY and CONSULTANT entered into a Fourth Amendment to Consultant Services Agreement whereby the Project Manager stated in the Services by Consultant and Notice were changed to Mike Redig; and

WHEREAS, on November 11, 2020, CITY and CONSULTANT entered into a Fifth Amendment to Consultant Services Agreement whereby the Time for Performance was extended through August 31, 2021; and

WHEREAS, on October 19, 2021, CITY and CONSULTANT entered into a Sixth Amendment to Consultant Services Agreement whereby the Services by CONSULTANT, Notice to Proceed, and Time for Performance were modified to incorporate Exhibit A-3, Exhibit A-4, Exhibit B-2, and Exhibit B-3, and the Payment for Fees and Expenses was modified as not to exceed $13,316,082;

WHEREAS, on November 13, 2021, CITY and CONSULTANT entered into a Seventh Amendment to Consultant Services Agreement whereby the Services by CONSULTANT was modified to include attorney client privileges; and

WHEREAS, City and Consultant desire to further amend the Agreement to amend the services provided by the Consultant.

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. Section 1 is hereby amended to read as follows:

1. Services by CONSULTANT

[Replace the first paragraph of this section with the following:]

CONSULTANT shall provide services in accordance with Exhibit "A" entitled "Scope of Work", Exhibit "A-1" entitled "Additional Scope of Work", and Exhibit "A-2" entitled "Additional Scope of Work – 1", Exhibit "A-3" entitled "Additional Scope of Work – 2", Exhibit "A-4" entitled "Additional Scope of Work – 3", and Exhibit "A-5" entitled "Additional Scope of Work – 4". All exhibits referenced in this Agreement are attached hereto and are incorporated herein by reference. To accomplish that end, CONSULTANT agrees to assign Mike Redig, PE, to this project, to act in the capacity of Project Manager and personally direct the professional services to be provided by CONSULTANT.

2. Section 2 is hereby amended to read as follows:

2. Notice to Proceed/Completion of Services

[Replace paragraph (b) with the following:]

(b) When CITY determines that CONSULTANT has satisfactorily completed the services defined in Exhibit "A"; Exhibit "A-1"; Exhibit "A-3", Exhibit "A-4"; and Exhibit "A-5", CITY shall give CONSULTANT written Notice of Final Acceptance, and CONSULTANT shall not incur any further costs hereunder. CONSULTANT may request this determination of completion when, in its opinion, it has satisfactorily completed the Scope of Work (Exhibit "A"); Additional Scope of Work (Exhibit "A-1"); Additional Scope of Work – 1 (Exhibit "A-2"; Additional Scope of Work – 2 (Exhibit "A-3"); Additional Scope of Work – 3 (Exhibit "A-4"); and Additional Scope of Work – 4 (Exhibit "A-5") and if so requested, CITY shall make this determination within fourteen (14) days of such request.

3. Section 4 is hereby amended to read as follows:

4. Payment of Fees and Expenses
[Replace existing section with the following:]

Payments shall be made to CONSULTANT on a monthly basis as set forth in the attached Exhibit “B” entitled "Compensation Schedule”, Exhibit “B-1” entitled "Additional Compensation Schedule”, Exhibit "B-2” entitled "Additional Compensation Schedule -1”, Exhibit "B-3” entitled "Additional Compensation Schedule – 2”, and Exhibit “B-4” entitled “Additional Compensation Schedule – 3”. All compensation will be based on monthly billings as provided in Exhibit “B”, Exhibit "B-1”, Exhibit "B-2”, Exhibit "B-3”, and Exhibit "B-4”. Compensation will not be due until said detailed billing is submitted to CITY within a reasonable time before payment is expected to allow for normal CITY processing. An estimate of the percent of total completion associated with the various categories of the services shall be furnished by CONSULTANT with said billing. When applicable, copies of pertinent financial records will be included with the submission of billing(s) for all direct reimbursables. Compensation shall not exceed the amounts set forth in Exhibit “B”, Exhibit "B-1”, Exhibit "B-2”, Exhibit "B-3”, and Exhibit "B-4” for each phase. In no event shall the total amount compensation payable under this agreement exceed the sum of Twenty-Nine Million Nine Hundred Sixty-Six Thousand Five Hundred Forty-Nine and No/100 Dollars ($29,966,549.00) unless upon written modification of this Agreement. All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box, Sunnyvale, CA 94088-3707.

4. Exhibit A-5 entitled “Additional Scope of Work – 4” and Exhibit B-4 entitled “Additional Compensation Schedule – 3” are attached hereto and are incorporated into the amended Agreement.

5. All of the terms and conditions of the amended Agreement not specifically modified by this Eighth Amendment shall remain in full force and effect.

REMAINDER OF PAGE IS INTENTIONALLY BLANK.

IN WITNESS THE EXECUTION HEREOF, the parties have executed this Agreement Amendment.

CITY OF SUNNYVALE ("CITY")

By _____
City Manager

ATTEST:

By_____
City Clerk

APPROVED AS TO FORM:

By_____
City Attorney

PSOMAS ("CONSULTANT")

By_____

_____
Name/Title

By_____

_____
Name/Title

EXHIBIT A-5, Additional Scope of Work - 4
SCWP SECONDARY TREATMENT AND DEWTATERING PROJECT #UY-21-07
PSOMAS – CONSTRUCTION MANAGEMENT
SCOPE OF WORK

I. GENERAL

This scope of work provides Construction Management services for the Sunnyvale Clean Water Program (SCWP) Secondary Treatment and Dewatering Project UY-21-07 (Secondary Project) at the Sunnyvale Water Pollution Control Plant (WPCP) for the City of Sunnyvale, California.

Psomas will serve as the City's Construction Management Consultant (CMC) for this project. The CMC will be the focal point for construction oversight of the facility reconstruction process.

This scope of work covers the Construction Management services for the Secondary Project which shall start when the City issues the notice to proceed to the Contractor.

II. CONSTRUCTION PHASE

1. Construction Administration

a. Project Coordination: Psomas will act as the project coordinator and the point of contact for all communications with the Contractor. Psomas will coordinate the activities of the City, Design Consultant (DC), Program Management Consultant (PMC), and Contractor.
b. Construction Administration Services: Psomas will provide administrative and management services. Psomas will receive all correspondence from the Contractor and will address all inquiries from the Contractor and all construction related correspondence. The DC will be responsible for providing any design input.
c. Psomas will facilitate timely decision making through coordination with City staff, the PMC and DC during construction.
d. Psomas will monitor the Contractor's compliance with the Contract Documents and will address corrective measures with the Contractor when deviations are observed or identified. Psomas will notify the City if the Contractor does not appropriately address such corrective measures.

2. Meetings

a. Preconstruction Conference: Psomas will prepare the agenda and facilitate the meeting, address administrative and non-design issues, and prepare record of discussions.
b. Partnering Workshop: Psomas will facilitate "in-formal" workshops, as applicable.
c. Psomas will lead progress meetings. This includes preparing and distributing agendas and review logs, preparing and issuing the record of discussions.

3. Records Management

a. The City has initiated the use of e-Builder for program document management.
b. Psomas will be provided with the necessary licenses for the e-Builder system by the City.
c. Psomas will use e-Builder for management, coordination, logging, tracking, and sharing of all construction documents. All correspondence for the Project including pertinent emails will be stored in the records management system.
d. Customization of the e-Builder system, by the City, may be necessary to utilize the system for all construction documentation.

4. Submittals

a. Psomas will implement and coordinate the submittal processing. This includes receiving submittals from the Contractor and checking for general conformity with the Contract requirements prior to forwarding to the Design Consultant (DC). If obvious deficiencies are apparent, Psomas will return the submittal back to the Contractor for correction.
b. Once confirming general conformance, Psomas will route the submittal to the DC for review and comments. Psomas will review DC comments on submittals to determine if additional follow-up with the Contractor is warranted and to identify prospective scope changes.
c. Psomas will maintain a log and tracking system (using e-Builder) for submittals. Psomas will track the status of submittal review with the DC and the status of shop drawing resubmittals with the Contractor.
d. The DC will review all design related submittals and submittals related to temporary facilities for compliance with the Contract Documents.
e. Psomas will retain Dave Mathy, DMC Consulting to review shoring and dewatering submittals, if applicable, for compliance with the Contract Documents. The Contractor is responsible for ensuring that shoring is adequate and safe.

5. Clarification Processing

a. Psomas will implement and coordinate the system for processing and tracking clarifications also called Requests for Information (RFIs).
b. Psomas will receive all RFIs from the Contractor and determine if the request is a valid RFI; if not, Psomas will return the RFI to the Contractor with an appropriate response.
c. Psomas will provide responses to non-design related, administrative, coordination and general RFIs.
d. Psomas will route all other RFIs to the DC.
e. The DC will review RFIs and provide design response.
f. Psomas will review the DC's response to verify clarity/acceptability of response and transmit the Clarification Response to the Contractor. If the response materially affects the design, it will be reviewed with the City and/or the DC, as necessary, to verify that the change is required. If the change is required, Psomas will issue a change request to the Contractor.
g. The DC will prepare Design Clarifications where design issues are identified by Psomas, the DC, or the City. If the Design Clarification materially affects the design, it will be reviewed with the City and/or the DC, as necessary, to verify that the change is required. If the change is required, Psomas will issue a change request to the Contractor. Otherwise, Psomas will prepare a Clarification Letter for transmittal to the Contractor of the DC's Design Clarification and other clarifications.

6. Change Order Preparation, Negotiation & Processing

a. Psomas will implement, coordinate the system for tracking and processing change order, potential change orders and other change related correspondence from the Contractor.
b. The DC will prepare design details for change requests.
c. Psomas will prepare and issue the change request to the Contractor with the appropriate design documents.
d. Psomas will verify the acceptability of the Contractor's cost proposal for each change request. On large cost items, Psomas will prepare detailed independent estimates.

The DC's input may be requested for specific equipment and material costs.

e. In the event the Contractor encounters a time sensitive problem where time is not available to negotiate a settlement prior to performing the work, Psomas will coordinate with the City and issue a field order. All work done under a field order will be completed on a time and material basis. Field Orders will be approved by the City and accepted by the Contractor before work is initiated.
f. Psomas will prepare change order pre-authorizations and justifications for City approval before finalizing all change order items. Once all items are negotiated or T&M work is completed, Psomas will prepare a change order for execution by the City and Contractor.

7. Progress Payment

a. Psomas will review and with input from the City and DC approve the initial cost breakdown (Schedule of Values-SOV) prepared by the Contractor. Psomas will review and process the progress payment requests using the SOV as required in the Contract Documents.
b. Psomas will verify the quantity of stored materials and that they are stored in accordance with the Contact requirements.
c. Psomas will verify the Contractor's construction progress as it relates to the progress billing procedure. Psomas will ensure that invoices are in compliance with the appropriate Contact Documents and that payments are only made for services authorized and received by the City.
d. Psomas will prepare the summary cover sheet for the progress payments which will be executed by Psomas, the Contractor, and the City.
e. Psomas will review and provide recommendation regarding the application for final payment, retention release, and Project acceptance.
f. Psomas will track contingency levels throughout construction.

8. Scheduling

a. Psomas will work with the Contractor in the development of the initial Baseline schedule and will review it to confirm it incorporates the project facets and reflects any sequence requirements and constraints.
b. Psomas will provide written comments to the Contractor on the Baseline and update schedules.
c. The review includes confirming the following:
    1. Projects are constructed in a logical sequence to keep the plant operational during construction
    2. Milestones are included and met
    3. Potential conflicts or long lead-time activities are identified, and timely cost-effective resolutions are being discussed.
    4. Schedules include the necessary timeframes for temporary or permanent shutdowns of plant utility systems, pipelines and treatment processes
    5. Perform CPM analysis as necessary to assess that progress represented on the schedule updates is consistent with actual progress in the field and address with the Contactor when deviations are noted.
    6. Weather days allowed and used are properly included.
d. Psomas will recommend schedules be adjusted/revised if necessary.
e. Psomas will coordinate construction schedules with the PMC. The PMC will be tasked with incorporating all design and construction schedules into a Master Program Schedule.

9. Field Quality Control

a. Psomas will provide field inspection/observation services to monitor compliance with the Contract Documents.
b. Psomas will use a combination of Procore and e-Builder to prepare a daily inspection report documenting field activities, field crews, Contractor equipment, and field problems.
c. Psomas will maintain a Corrective Work Item List. The list will provide a current inventory of required corrections to aid in timely completion of such items.
d. Psomas will provide photographic and video documentation of the project prior to construction. Psomas will provide and maintain photographs of field activities for status monitoring of the project.
e. Psomas will monitor the record documents on a monthly basis to determine if they are being maintained by the Contractor.
f. Special Inspections: Psomas will contract with specialty firms to furnish the materials testing and special inspections. Psomas will schedule and coordinate special inspections.
g. Psomas shall not be responsible for scheduling material testing and specialty inspection services contracted by the Contractor.
h. Electrical: Psomas will retain Beecher Engineering for technical support, assistance and periodic observations of the installation and testing of the critical components of the electrical and instrumentation portions of the work.
i. Surveying: Psomas to provide QA-level surveying support services which include checking horizontal and vertical survey control established by the Contractor and spot checking the grade and location of critical structures and pipelines.
j. Hazardous Materials: No provision has been included in the scope of work or budget for observation, testing, and handling of hazardous material.

10. Environmental and Regulatory Conformance

a. The Contractor will be responsible for environmental compliance, monitoring and surveying as required by the Programmatic Environmental Impact Report (PEIR) and the Mitigation Monitoring and Reporting Program (MMRP).
b. The Contractor will engage a wildlife biologist and all other special monitors to furnish environmental compliance services during the Project.
c. Psomas will perform QA-level oversight to monitor whether the Contractor's work is being performed in accordance with their regulatory and environmental work scope, as identified in the Contract Documents.
d. Psomas will perform QA-level oversight to monitor whether the required regulatory, environmental and permit compliance documentation identified in the Contract Documents is completed by the Contractor as necessary.

11. Clean Water State Revolving Fund (CWSRF) and Water Infrastructure Finance and Innovation Act (WIFA) Coordination

a. Psomas will assist in providing the project documentation required by the CWSRF and WIFIA Programs. Psomas will assist the City with preparing the necessary documentation. This includes project progress reports, quarterly reports from the Contractor for Disadvantage Business Enterprise participation, and Contractor progress invoices.
b. If applicable, the City will retain a consultant to implement a Labor Compliance Program (LCP) to provide all reporting, documentation and oversight required by the CWSRF and WIFIA.

c. City/PMC will review American Iron and Steel (AIS) information submitted by the Contractor.

12. Means and Methods of Construction

a. Psomas will not have responsibility for directing the means and methods of construction. The Contractor shall be solely responsible for the means and methods of construction.

13. Safety

a. Psomas will comply with appropriate regulatory, project and City regulations regarding necessary safety equipment or procedures used during performance of Psomas's work and will take necessary precautions for safe operation of Psomas's work, and the protection of Psomas's personnel from injury and damage from such work.
b. Neither the professional activities of Psomas, nor the presence of Psomas's employees or sub-consultants at the construction/project site, shall relieve the Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending, or coordinating their work in accordance with the Contract Documents, City regulations, and any health or safety precautions required by any regulatory agencies. Psomas and its personnel have no authority to exercise any control over any Contractor or other entity or their employees in connection with their work or any health or safety precautions.
c. Psomas will follow the City's confined space procedures for entry into any existing City confined spaces.
d. Psomas has no authority to exercise control over any construction contractor in connection with their work or health or safety programs and precautions. Except to protect Psomas's own personnel and except as may be expressly required elsewhere in the scope of services, Psomas has no duty to inspect, observe, correct, or report on health or safety deficiencies of the construction contractor. If Psomas becomes aware of serious safety deficiencies not addressed by Contractor, Psomas will notify City.

14. Testing & Training

a. The scope and budget do not include Psomas's participation in factory witness testing.
b. Psomas will coordinate onsite/field training and testing activities.
c. Psomas will provide oversight and administration of testing, commissioning, startup activities, plant shutdowns, and plant tie-ins and will coordinate these activities with Contractors, DC, PMC, and the City.
d. The PMC will attend any SCADA/PLC factory acceptance testing on behalf of the City. The PMC will verify that the Contractor's field calibrations are coordinated with controller programming, witness loop checkout testing to verify successful completion by the Contractor and verify control system installation following PLC and control system communication testing.

15. Corrective Work Item List

a. Psomas will maintain a Corrective Work Item list (CWL) during the course of construction. To determine the validity of the CWL items, Psomas may seek input from the City and DC.
b. Psomas will confirm that the items identified in the Corrective Work Item list are completed in preparation for issuance of the Substantial Completion Certificate.

c. Psomas will prepare the Substantial Completion Certificate for execution by the City and Contractor when the Corrective Work Items are completed to the City's and Psomas's satisfaction. All incomplete Corrective Work Items will be moved to the punch list.

16. Final Inspection and Punchlist

a. Final Inspection
    1. Psomas will have primary responsibility for conducting the final inspection.
    2. The City will participate and provide input on the final inspection.
    3. DC will provide design input on final inspection items if determined necessary by the City.
    4. Psomas will have oversight and final review responsibility for the final inspection.
b. Psomas will prepare the list of outstanding deficiencies.
c. Psomas will prepare and issue the punchlist(s) from the list of deficiencies.
d. Psomas will have primary responsibility for verifying that punchlist work is complete.

17. Warranty Coordination

a. Psomas will maintain a warranty file and a tabular summary of the warranties and their expiration.
b. Psomas will confirm all necessary guarantee and warranty information required by the Contract Documents has been submitted by the Contractor.
c. Coordination of warranty repair is not included in this Scope of Work or Budget.

18. Public Outreach Support

a. The PMC shall be responsible for all public outreach efforts for the entire program. This includes developing outreach strategies, approaches, and templates to help communicate the scope, status, and objectives of the Program to stakeholders, residents and businesses located in the City.
b. Psomas will provide the PMC necessary construction project progress updates and photographs for inclusion into outreach efforts and reports.
c. Psomas will attend and participate in the presentation of construction project information to interested stakeholder groups as requested by the City.

19. Project Closeout

a. Psomas will review the Contractor's record documents to assess if they are reflective of the final field conditions. Psomas will transfer the Contractor's record documents to the City.
b. Psomas will prepare necessary City documentation recommending acceptance of the completed work.
c. Psomas will turnover project documentation to the City in a timely and orderly manner.
d. Psomas will download from e-Builder a complete copy of all files created by Psomas during the Project. At Psomas's expense, Psomas will be allowed to maintain e-Builder licenses and will be granted electronic access to these files in the e-Builder system while the e-Builder system for this project is still in operation. After completion of the Project and the extent available from the City, Psomas will have full and complete access to project files created by Psomas. Such access, subject to availability of files, shall include the right to copy any and/or all such files at Psomas's expense.

20. Dispute Resolution

a. Claims avoidance, settlement support, and resolution, when possible, of routine disagreements through the normal efforts of the day-to-day project site staff will be performed.
b. Dispute resolution services using third parties or special processes (e.g. Mediation, Arbitration, Mini-Trials, Dispute Consultants), or those requiring extraordinary efforts by Psomas are not included in this Scope of Work. If such non-routine dispute resolution services are required, either an amendment or a separate budget will be authorized.

21. Construction Manager's Field Office

a. Psomas will furnish the field office for the construction management team. Psomas will furnish the furniture, copier, computers and other equipment for the field office.
b. The Contractor will be responsible for installing potable water, electrical services, and internet services to the field office. Psomas will define the Contractor's responsibilities for these provisions in the Contract Documents.
c. The Contractor will be responsible for emptying septage holding tank(s), if applicable.

22. Project Schedules / Durations

a. The Budget Estimates and Level of Work Effort in Exhibit B are based on the Contract Documents durations. Delay to or extension of the Project schedule could impact the Budget Estimates and Level of Work Effort and necessitate either adjustment to project staffing and scope and/or amendment of the budget.

EXHIBIT B-4, Additional Compensation Schedule - 3
CITY OF SUNNYVALE – WATER POLLUTION CONTROL PLANT
CONSTRUCTION MANAGEMENT SERVICES
PSOMAS – EXPERT RATES

Hourly Rates

CM Service Expert Rates	2021 Rate	2022 Rate	2023 Rate
Gary Skrel	$450	$455	$460
Chris Davenport	$450	$455	$460
Mike Redig	$400	$405	$410

SUNNYVALE WATER POLLUTION CONTROL PLANT MASTER PLAN – SECONDARY TREATMENT AND DEWATERING FACILITIES PROJECT

Addendum to the Program Environmental Impact Report

Prepared for
City of Sunnyvale

December 2020

ESA



SUNNYVALE WATER POLLUTION CONTROL PLANT MASTER PLAN – SECONDARY TREATMENT AND DEWATERING FACILITIES PROJECT

Addendum to the Program Environmental Impact Report

Prepared for
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CHAPTER 1
Background and Purpose of the Addendum

1.1 Background

The City of Sunnyvale (City) owns and operates the Donald M. Somers Water Pollution Control Plant (WPCP), located at 1444 Borregas Avenue in Sunnyvale, Santa Clara County (see **Figure 1**). The WPCP provides treatment of wastewater flows and loads from domestic, commercial, and industrial sources in Sunnyvale, Rancho Rinconada, and Moffett Field. The WPCP includes an approximately 16.6-acre main plant and two oxidation ponds[1] that occupy about 436 acres in total (see **Figure 2**). The WPCP was originally constructed in 1956. With the enactment of the Clean Water Act in 1972, more restrictive water quality standards were established, leading to expansion of and process upgrades to the WPCP. Currently, the WPCP processes about 13.5 million gallons per day (mgd) on an annual basis. The surrounding dry land area is primarily used for industrial and recreation purposes: the Sunnyvale Materials Recovery and Transfer Station (SMaRT Station) and the former Household Hazardous Waste Drop-off Site ("Recycle Yard") on Carl Road abut the main plant to the east and south, respectively; the closed Sunnyvale Landfill (traversed by numerous trails) borders these facilities. The Sunnyvale West Channel forms the main plant's western boundary; the Sunnyvale East Channel borders the landfill further east. Caribbean Drive runs east-west along the southern edge of the Sunnyvale Landfill. The San Francisco Bay Trail borders the WPCP to the west and north, and an existing entrance to the Bay Trail and a parking area are located at the west end of Carl Road.[2]

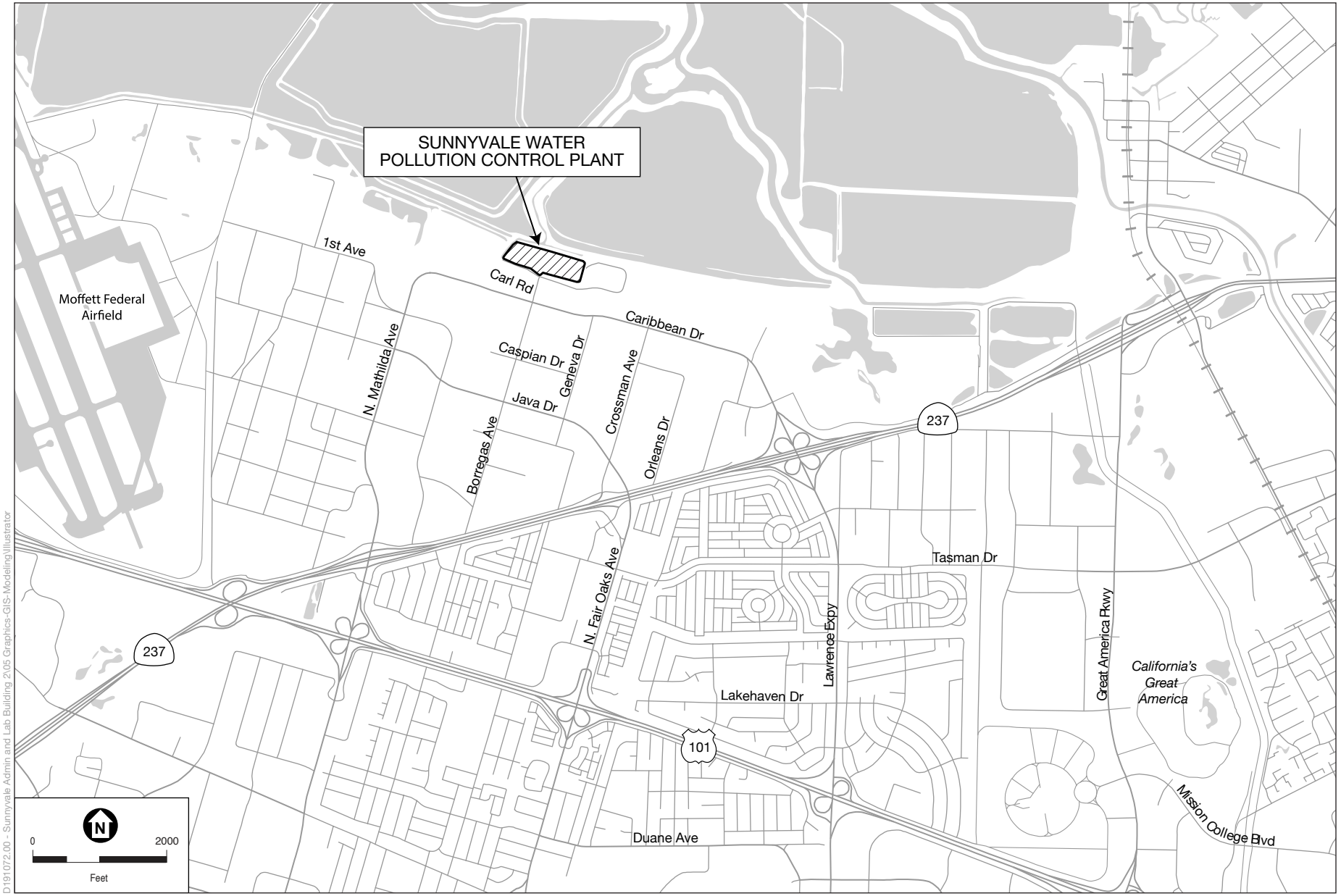
The City was the lead agency for the Sunnyvale Water Pollution Control Plant Master Plan Program Environmental Impact Report (PEIR) (State Clearinghouse No. 2015062037).[3] The City adopted the PEIR for the WPCP Master Plan and approved implementation of the WPCP Master Plan on August 23, 2016. The PEIR evaluated potential environmental impacts that could occur as a result of implementing the Master Plan, and provided applicable mitigation to reduce the intensity of potential environmental impacts. As part of Master Plan approval, the City adopted a Mitigation Monitoring and Reporting Program.

---

1 The oxidation ponds provide biological oxidation of soluble organic material and physical removal of suspended solids that remain in the wastewater after primary clarification. The ponds also play an important role in the conversion of ammonia to nitrate for 2-3 months during the summer. Their large storage capacity provides a means for equalizing the flow of wastewater to the downstream unit processes, and for storing water to allow reduced (or zero) flow rate to the downstream processes for maintenance or other purposes.

2 As part of a separate Master Plan project, the Bay Trail trailhead and parking will be relocated to Caribbean Drive.

3 City of Sunnyvale, Sunnyvale Water Pollution Control Plant Master Plan Program Environmental Impact Report, adopted August 23, 2016. The PEIR can be accessed online at http://www.sunnyvalecleanwater.com/program-environmental-impact-report.



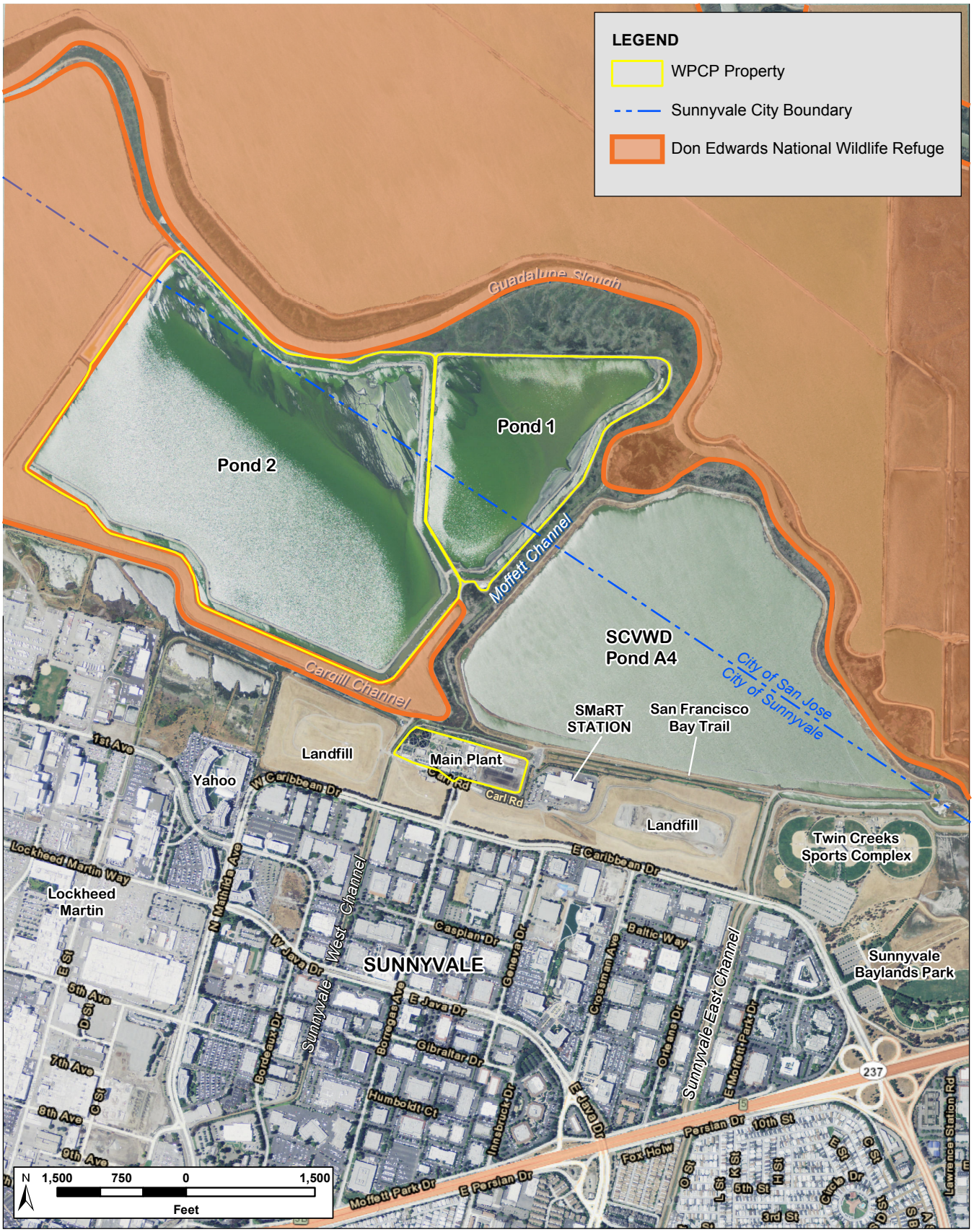
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SOURCE: Thomas Brothers; ESA

Sunnyvale Secondary Treatment and Dewatering Facilities

Figure 1
Site Location Map

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SOURCE: H.T. Harvey & Associates; adapted by ESA

Sunnyvale Secondary Treatment and Dewatering Facilities

Figure 2
Sunnyvale Water Pollution Control Plant Area Map

ESA

Subsequent to adoption of the PEIR, projects included in the Master Plan have undergone further development. Chapter 2 of this document presents a description of the Secondary Treatment and Dewatering Facilities project (project). Chapter 3 presents an evaluation of the environmental impacts of the project as currently developed in comparison to the impacts disclosed in the PEIR. Chapter 4 summarizes the findings of the evaluation presented in Chapter 3. Chapter 5 contains mitigation measures from the approved Master Plan Mitigation Monitoring and Reporting Program.

1.2 Purpose of This Addendum

The CEQA Guidelines (Sections 15162 and 15164) allow that a lead agency may prepare an addendum to a previously certified EIR if some changes or additions to the environmental evaluation are necessary, but none of the following occurs:

1. Substantial changes are proposed in the project which will require major revisions to the EIR 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 due to 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 adopted, shows any of the following:
    a. The project will have one or more significant effects not discussed in the EIR;
    b. Significant effects previously examined will be substantially more severe than shown;
    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.

This Addendum documents that the Secondary Treatment and Dewatering Facilities project as modified subsequent to the Master Plan does not trigger any of the conditions described above.

CHAPTER 2
Project Description

2.1 Summary of Previously Approved Project

As part of the Master Plan process the City identified the need to replace the secondary treatment process to ensure continued reliable treatment and to help meet potential regulatory limits for nutrients (nitrogen and phosphorus). The Master Plan identified a conventional activated sludge[1] (CAS) process, to be phased in over multiple years, to eventually replace all existing secondary treatment facilities (including the oxidation ponds, fixed growth reactors, and air flotation tanks; shown in **Figure 3**). The City proposed to stage replacement of secondary treatment facilities by using a "Split Flow" configuration (Stage 1) prior to full conversion to conventional activated sludge treatment (Stage 2). During the first stage, the City would build a smaller conventional activated sludge facility (smaller than what would ultimately be needed to treat all flows through the plant) and continue to use the existing secondary treatment process to treat a portion of the flow, splitting the flow between the existing and new secondary treatment processes. These facilities as originally proposed were described on PEIR page 3-16.

Split Flow CAS Stage 1, as currently configured, is the project evaluated in this document.

2.2 Components of the Secondary Treatment and Dewatering Facilities

Following certification of the Master Plan PEIR and approval of the Master Plan, the City proceeded with design of the Secondary Treatment and Dewatering Facilities (the project). Further refinement of these facilities, which would be constructed within the plant fenceline, are summarized below in **Table 2-1**. Support facilities have been implemented in stages in concert with implementation of Master Plan projects; as a result, this project includes the second stages of the electrical and supervisory control and data acquisition (SCADA) systems. **Figure 4** illustrates the project site boundaries, the main plant fenceline, and construction staging outside of the main plant fenceline. Proposed facilities are shown on **Figure 5**. The capacity of the new facilities is consistent with the capacity described in the PEIR.

[1] Activated sludge treatment makes use of applied microbiology (using beneficial bacteria and protozoa) to degrade organic materials and remove nutrients from wastewater to produce a high-quality effluent. Blowers and pump stations are used to maintain mixed, aerobic conditions and to route flows where needed. At the end of the process, clarifiers are used to settle out the activated sludge microbes. Most settled sludge is recycled to sustain the process. Excess sludge is "wasted" and then anaerobically digested to produce methane-rich biogas and a biosolids product. The activated sludge process has been in use world-wide for over 100 years.

TABLE 2-1
SUMMARY OF SECONDARY TREATMENT AND DEWATERING FACILITIES PROJECT

Project Component	Master Plan Facilities Evaluated in PEIR	Proposed Facilities
Split Flow Conventional Activated Sludge Stage 1	• Two aeration basins	• Same, now called biological reactors or bioreactors, with sidestream ammonia treatment and similar footprint
	• Blower building and aeration blowers	• Same
	• Three secondary clarifiers located on west side of main plant site	• Four smaller secondary clarifiers on the east side of main plant site
	• Two combined return activated sludge/waste activated sludge pump stations	• One return activated sludge pump station and one waste activated sludge pump station
	• Primary effluent distribution structure	• Same
Thickening and Dewatering Facility	• Thickening and Dewatering Building and equipment, maximum height of 50 feet above grade	• Same, maximum height of 55 feet above grade
	• Digested sludge storage tank	• Same, with piping upgrades including sludge blend tank
	• Cake storage and truck loading facility (Cake Loading)	• Same
	• Odor control system (with bioscrubber)	• Same
	• Polymer storage and feed systems	• Same
12 kilovolt (kV) Electrical Distribution System (Stage 2)	Stage 2 to be implemented with secondary treatment improvements	Same
Digester Supernatant Pump Station and Drainage Piping	Repairs to these facilities were previously planned as a separate project in PEIR	Structural, piping, and related repairs to pump station and drainage piping
Standby Generator and Fuel Tank	Diesel powered (2.5 megawatt [MW])	Diesel powered (2 MW)



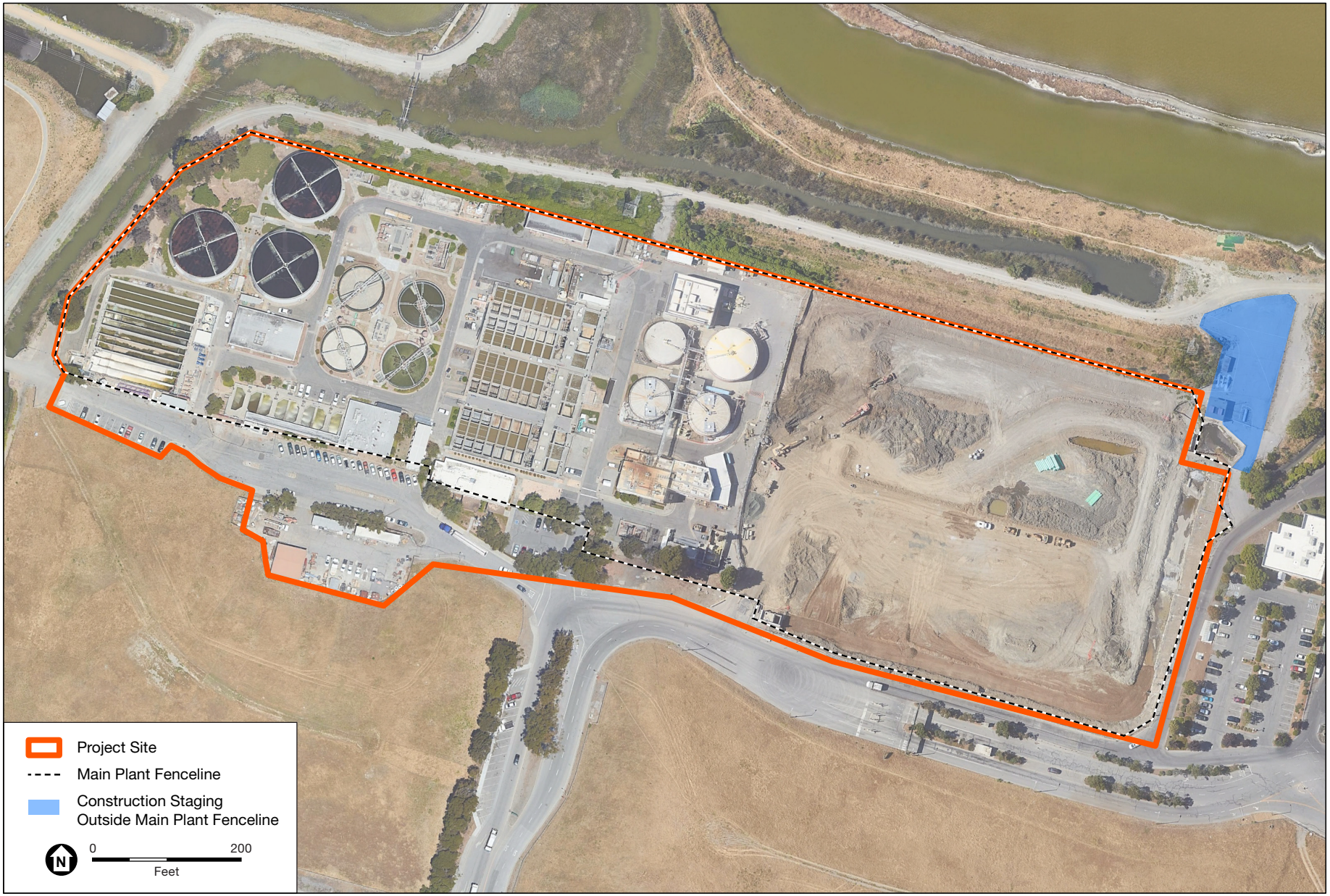
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SOURCE: ESA; Base Map Google Earth

Sunnyvale WPCP Secondary Treatment and Dewatering Facilities

Figure 3
Existing WPCP Process Areas

ESA

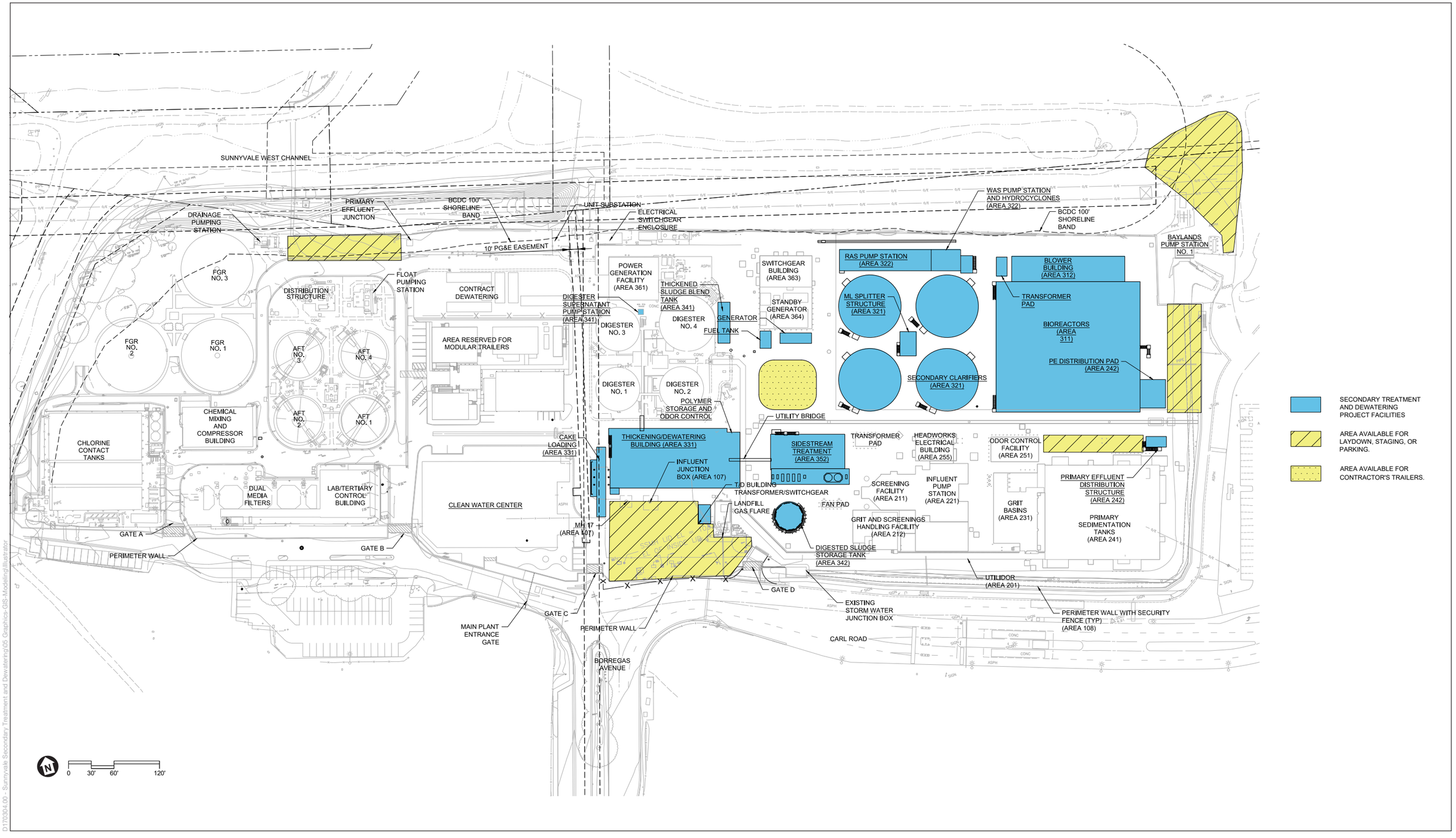


SOURCE: ESA, 2018; Base Map - Google Earth

Sunnyvale Secondary Treatment and Dewatering Facilities

Figure 4
Project Area

ESA



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SOURCE: Carollo, 2018

Sunnyvale Secondary Treatment and Dewatering Facilities

Figure 5
Proposed Secondary Treatment and Dewatering Project

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Split Flow Conventional Activated Sludge Stage 1

Flow would be split between the existing secondary treatment process at the WPCP (oxidation ponds, fixed growth reactors, and air flotation tanks) and the conventional activated sludge (CAS) system proposed in this project. These facilities would include the following components:

- Aeration basins (biological reactors)
- Sidestream nitrogen removal facilities
- Aeration blower building and blowers
- Secondary clarifiers
- Return activated sludge and waste activated sludge pumping
- Mixed liquor splitter structure and primary effluent distribution structure

As summarized in Table 2-1, the current project includes four smaller secondary clarifiers instead of three compared with the PEIR project. The CAS process will be configured as a Modified Ludzack Ettinger (MLE) process.[2] The project also includes deammonification[3] as a sidestream nitrogen removal process. The sidestream treatment facility would be located near the Thickening and Dewatering Facility. The aeration basins and secondary clarifiers would be uncovered and located on the eastern side of the main plant site. The tallest structure associated with these facilities would reach approximately 35 feet above ground elevation.

Thickening and Dewatering Facility Stage 1

The Thickening and Dewatering Facility would thicken the secondary sludge produced by the new secondary treatment improvements along with the existing primary sludge produced by the existing primary treatment facilities, and dewater digested biosolids produced by the anaerobic digestion process. The components of this facility would include:

- Building to house equipment
- Sludge feed tanks, mixing pumps, and thickening feed pumps
- Thickening equipment
- Thickened waste activated sludge pumps
- Thickening polymer storage and feed system
- Sludge blend tank, mixing pumps, and digester feed pumps
- Digester sludge feed piping upgrades
- Digested sludge storage tank and mixing pumps, and dewatering feed pumps
- Dewatering equipment
- Cake pumps

[2] The MLE process configuration is one of many activated sludge basin designs. This configuration was established in 1962 and includes an anoxic zone (unaerated but mixed) at the beginning end of the tank to optimize nitrogen removal.

[3] Deammonification is a two-step biological process where ammonia-oxidizing bacteria aerobically convert half of the ammonia present in the wastewater to nitrite. In the second step, anammox bacteria oxidize the ammonia using nitrite to produce nitrogen gas without the organic carbon substrate required for conventional heterotrophic denitrification. Deammonification requires significantly less oxygen and so less energy is needed for nitrogen removal.

- Thickening and dewatering filtrate return pump station and piping
- Dewatering polymer storage and feed system
- Cake storage hopper and truck loading facility (cake loading)
- Odor control system with bioscrubber

As summarized in Table 2-1, these facilities would generally be the same as the thickening and dewatering facilities described in the PEIR (PEIR pages 3-24 and 3-25). The maximum height of these structures would be 55 feet above grade, approximately five feet taller than the relevant structures evaluated in the PEIR. All components would be in the vicinity of the Thickening and Dewatering Building. Polymer storage, cake loading, and odor control facilities would be covered or contained and located adjacent to the thickening and dewatering building. Some of the thickening and dewatering feed and mixing pumps would be located next to the sidestream treatment facility. The sludge blend tank would be located next to the digesters and the digested sludge storage tank would be a separate covered structure. Yard piping would be upgraded to connect the new facilities to the existing WPCP facilities.

Support Facilities

Electrical Distribution System and Combined Heat and Power

Stage 2 of the 12 kV electrical distribution system would extend the 12kV primary power to all remaining facilities at the WPCP.

A 2 megawatt (MW) standby generator would be installed to provide full backup power for the anticipated electrical loads at the WPCP. This generator would run on diesel and would only be used in an emergency when utility power is not available, and during routine monthly maintenance (up to 50 hours per year). The generator would not be used in normal operations.

Advanced Control Systems Improvements – Stage 2

The WPCP fiber optic duct banks would be expanded to remaining facilities at the WPCP, including a 72 strand single-mode fiber optics cable installed in a loop and communications cabinets. Computer programming would be conducted to migrate network connectivity of the existing equipment over to the new controls system. No new structures would be constructed for these improvements.

Digester Supernatant Pump Station and Drainage Piping

Several components of the existing pump station and drainage piping would be rehabilitated. No new structures would be constructed for these improvements. The project includes repair of concrete within the supernatant pump station, replacement of the digester supernatant pumps, and repair of portions of drainage piping from the digesters to the supernatant pump station.

2.3 Construction

Schedule and Workforce

Project construction would last approximately 3 years. Initial construction activities include earthwork excavations, site work, and process yard piping, and would extend for approximately 1 year between July 2022 and July 2023. Subsequently, the facility construction, including foundations for structures, concrete work, process yard piping, mechanical, and electrical work, would occur from approximately July 2023 through July 2025.

On average, approximately 130 construction personnel would be onsite daily. At peak construction, up to 230 construction personnel may be onsite each day. Project construction would occur primarily within normal City working hours, weekdays between the hours of 7:00 a.m. and 6:00 p.m., and, as necessary, Saturdays between 8:00 a.m. and 5:00 p.m.[4]

Equipment

Heavy equipment that would be used for construction of this project includes the following. equipment (the estimated usage of which is documented in **Appendix A**).

- Excavator
- Grader
- Haul trucks
- Dozer/Loader
- Roller
- Paving equipment
- Concrete trucks
- Water trucks
- Crawler cranes and rough terrain cranes

Access and Staging

Construction activities would generally occur within the main plant. Construction staging areas include two areas outside of the Master Plan area identified on PEIR Figure 3-3. One area is within the main plant fenceline, west of the SMaRT Station. The other is an existing paved and fenced staging area currently used by the city for other staging activities to the northeast of the main plant fenceline, adjacent to the San Francisco Bay Trail. In this area no new ground disturbance or vegetation removal would be required. Construction vehicles would access the main plant via Borregas Avenue and Carl Road. Figure 5 illustrates potential construction staging areas and site access.

Earthwork and Site Work for Structures

Initial steps of site work include sheeting and shoring for the excavation of the main structures. The maximum depth of excavation during construction would be approximately 22 feet deep. Following placement of shoring, the areas for these structures would be excavated. Some of the excavated material would be stockpiled for backfill, while most would be offhauled. This phase

[4] Sunnyvale Municipal Code Section 16.08.030 normally limits construction activity to these hours.

also includes the import of stone base material for preparation of the foundations. Average daily construction truck trips would reach a peak of 140 one-way trips during these activities.

Facility Construction

After initial earthwork is complete, concrete slabs and walls for the major structures would be installed. Although it is anticipated that concrete slab foundations would be used for most structures, auger cast piles for structural foundation improvements would also be needed for some structures based on the results of geotechnical investigations. Auger cast piles would extend to approximately 90 feet below ground surface. Subsequent construction activities include construction of associated mechanical, structural, and electrical facilities. This phase includes excavation throughout the site for yard piping and electrical duct banks. Support utilities would also be installed. After structures and piping are complete, the site would be paved.

2.4 Operations

As described in PEIR Section 3.4.3, page 3-16, the proposed secondary treatment and dewatering facilities would operate in parallel with the existing secondary treatment system (e.g., Ponds 1 and 2, fixed growth reactors, and air flotation tanks). Primary effluent would be split between the project facilities and Ponds 1 and 2, using an operations approach called "split flow mode." WPCP operators would maintain flow to the oxidation ponds to meet the process needs of that system. Once the project is complete, the WPCP would operate under "split flow mode" for about 10 years. Eventually the City plans to fully replace the existing secondary treatment process by the end of the Master Plan period (approximately 2035). The City would determine the need for supplemental CEQA documentation on the full transition to CAS once conceptual design of CAS Stage 2 is complete.

The new facilities in this project would increase the power demands at the WPCP. Primary power for the proposed facilities would be supplied by the power generation facility[5] at the WPCP as well as Pacific Gas & Electric (PG&E) and Silicon Valley Clean Energy (SVCE)[6] via a new switchgear building being constructed as part of another project. Along with other projects at the WPCP, the overall WPCP's demand would exceed the capacity of the power generation facility once the project is operational. The project facilities would require an additional average load of approximately 1,000 kilowatts. All of the electrical demand for the facilities proposed in this project would be met by increased PG&E and SVCE supply.

No new staff would be needed to operate the new facilities. The work force would remain at 34 operations and maintenance staff. Operations of the project would require approximately 42 chemical deliveries per month and 19 residuals hauling trucks per week.

5 The power generation facility is an onsite cogeneration facility that runs on digester gas, landfill gas, and natural gas.

6 PG&E is responsible for delivering electricity, while SVCE is responsible for securing electricity supply and determining supply portfolio. Currently, the City's electricity accounts use SVCE's "GreenPrime" option, which provides 100% renewable energy.

2.5 Required Actions and Approvals

The following actions and approvals may be required in the future by agencies with discretionary authority over specific aspects of the proposed project:

- **Bay Area Air Quality Management District:** Authority to Construct and Permit to Operate

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CHAPTER 3
Evaluation of Environmental Impacts

The evaluations in the Program Environmental Impact Report (PEIR) were revisited to determine whether any changes to the analyses were warranted based on refinements to the Secondary Treatment and Dewatering Facilities project (project). This chapter describes any changes that have occurred in the existing environmental conditions within and near the project area as well as environmental impacts associated with the project. The analysis includes consideration of the mitigation measures adopted for the Master Plan as part of the Mitigation Monitoring and Reporting Program (MMRP). Chapter 5, *Mitigation Monitoring and Reporting Program,* contains all of the mitigation measures from the adopted MMRP that apply to the project.

The PEIR evaluated impacts of combinations of individual improvements as they were expected to progress at the time of PEIR preparation. The phasing for the Master Plan improvements has changed as design progressed for individual improvements. Project construction is expected to overlap with construction of the Cleanwater Center project and Existing WPCP Rehabilitation projects at the WPCP. Project construction may also overlap with the SCVWD East-West Channels Flood Protection Project (which would provide flood protection to homes, businesses, schools, and highways to avoid transportation shutdowns and prevent potential damages) and the Google Caribbean Campus Project (which would demolish existing buildings, surface parking lots, and vegetation and construct two new five-story office buildings in the same location). Where relevant, cumulative impacts of this scenario are discussed.

The topics listed below were sufficiently addressed in the PEIR and required no additional analysis because either the nature, scale, and timing of the project has not changed in ways relevant to the topic or there has not been a substantial change in the circumstances involving the topic on the project site, nor in the local environment surrounding the site.

- **Agriculture and Forestry Resources**. The state and local land use and zoning designations with respect to agricultural and forest resources have not changed for the site and surroundings, and agricultural or forest use of the site has not commenced since adoption of the PEIR. Thus there has not been a substantial change in the circumstances involving agricultural and forest resources at the site or surrounding areas.

- **Biological Resources.** Habitat in the project area has not changed since adoption of the PEIR. The locations of ground disturbance have not changed in ways relevant to biological resources. The project would use an existing construction staging area outside of the Master Plan area; however, no ground disturbance or vegetation removal would be required in order to use the construction staging area. The state and local plan designations relevant to biological resources within and surrounding the project site have not changed. Applicable mitigation measures are included in Chapter 5.

- **Cultural Resources.** The locations of ground disturbance have not changed in ways relevant to historical, archeological, and paleontological resources at the site or surrounding areas. Applicable mitigation measures are included in Chapter 5.

- **Energy Conservation**. The construction and operation equipment and activities proposed for the project would be similar to that evaluated in the PEIR. The increased electrical demand from PG&E and SCVE for this project is within the demand estimated for Master Plan projects in the PEIR (3,100 kW). Two other Master Plan projects, the Caribbean Drive Parking and Trail Access Enhancements Project and Site Preparation and Existing Plant Rehabilitation Project, have sufficiently progressed through design to establish whether they would increase electrical demand. The Caribbean Drive Parking and Trail Access Enhancements Project would not require electricity during operations, and the Site Preparation and Existing Plant Rehabilitation Project's electrical demand would be within the demand estimated for Master Plan projects in the PEIR.

- **Geology, Soils, Seismicity, and Mineral Resources**. The nature, scale, and timing of the project have not changed in a manner that would exacerbate existing geologic and seismic hazards at the project site. The state and local land use and zoning designations with respect to mineral resources have not changed for the site and surroundings.

- **Hazards and Hazardous Materials**. The locations of ground disturbance have not changed in ways relevant to hazards and hazardous materials at the site or surrounding areas. Applicable mitigation measures are included in Chapter 5.

- **Land Use and Recreation**. The state and local land use plans, policies, and regulations applicable at the site have not changed since adoption of the PEIR, and the character of the project would remain industrial.

- **Noise and Vibration**. As described in Chapter 2, the project would not involve construction activity outside of the hours of 7:00 a.m. to 6:00 p.m. The nearest residences to the project site are approximately 0.8 miles away and separated from the area by the intervening commercial and industrial land uses and State Route 237. No new receptors closer than those identified in the PEIR occur in the vicinity of the project site. The types of equipment and number of construction activities occurring concurrently would be similar to those evaluated in the PEIR for other Master Plan projects. The project does not include sources of noise during operations that were not evaluated in the PEIR.

- **Population and Housing**. The project does not alter the effect of the Master Plan on treatment capacity (indirectly inducing population growth) and the types of equipment and number of construction activities occurring concurrently would be similar to that evaluated in the PEIR.

- **Public Services and Facilities**. The nature of the project with respect to population growth and impairment of achieving service performance objectives has not changed.

- **Utilities and Service Systems**. The nature of the project with respect to wastewater collection and treatment, water use, and solid waste disposal has not changed.

- **Mandatory Findings of Significance**. For the reasons identified above, the cultural resources and hazardous materials effects of the project are adequately addressed in the PEIR. One additional project (resurfacing the San Francisco Bay Trail within the City of Sunnyvale

and neighboring areas) that was not identified in the PEIR occurred in the vicinity of the project, another project not identified in the PEIR may be under construction concurrently with the project, and the schedule of the Sunnyvale East-West Channels project has shifted into the future; these changes in the cumulative scenario would not alter the cumulative impact conclusions of the PEIR beyond the discussions included in this addendum. The effects of the project on human beings are adequately addressed in the PEIR except for Transportation, Air Quality, Greenhouse Gas Emissions, Hydrology and Water Quality, and Aesthetics impacts, which are discussed in this addendum.

Changes and additions to the PEIR discussion of the remaining topics are included below, pursuant to CEQA *Guidelines* Section 15164. The following discussion describes the environmental impacts of the project as compared to the impacts of the approved Master Plan as addressed in the PEIR adopted August 23, 2016. These additions do not reflect involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; for these reasons, a subsequent EIR was not prepared.

3.1 Transportation

Issues (and Supporting Information Sources):	*Potentially Significant Effects Not Identified in Prior EIR*	*Potentially Substantial Increase in Severity of Significant Impact Identified in Prior EIR*	*Sponsor Declines to Adopt Feasible Mitigation Measures or Alternatives*	*No New or More Severe Significant Effects*
TRANSPORTATION — Would the project:				
a) Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?	☐	☐	☐	☒
b) Conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b)?	☐	☐	☐	☒
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	☐	☐	☐	☒
d) Result in inadequate emergency access?	☐	☐	☐	☒

Setting

The environmental setting relevant to Transportation for the project has not changed relative to the setting in the PEIR. Existing traffic patterns, the transit network, and alternative transportation facilities have not changed since adoption of the PEIR. Setting discussions from the adopted PEIR for this resource are therefore applicable to the entire project area.

With respect to Issue b), the PEIR did not evaluate consistency with CEQA Guidelines Section 15064.3, Subdivision (b), as that issue was introduced as part of the December 2018 update to the CEQA Guidelines, which occurred after the PEIR was certified. Pursuant to Section 15064.3, Subdivision (b) and SB 743, the City of Sunnyvale adopted Policy 1.2.8 (Transportation Analysis Policy) on June 30, 2020, transitioning from using delay and level-of-service (LOS) to measure transportation impacts to using vehicle miles traveled (VMT). For purposes of comparison with the PEIR, this addendum uses automobile delay for discussion and analysis though VMT remains the measure used to determine the significance of a traffic impact in accordance with the CEQA Guidelines.

Findings of Previously Adopted PEIR

The adopted PEIR determined that all project impacts related to transportation would be less than significant or less than significant with mitigation. Chapter 5, *Mitigation Monitoring and Reporting Program*, reproduces adopted mitigation measures applicable to transportation impacts from this project.

Discussion

Since certification of the PEIR, details of the project's use of the transportation system have changed. The following discussion evaluates whether project changes would result in any new or more severe significant environmental effects than identified in the PEIR.

Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities

Local and Regional Roadways

As described in the PEIR, the Master Plan would result in a peak of 564 one-way truck trips and 84 one-way construction worker vehicle trips per day during construction. The project would generate a maximum of 140 one-way truck trips per day during construction. The approximately 130 construction workers that would be onsite daily would likely commute to and from the work site during peak hours. Truck trips and construction worker trips that would coincide with peak-hour traffic could impede traffic flow on local roadways, a potentially significant impact. With implementation of adopted Mitigation Measures TR-1a and TR-1b, this impact would be reduced to less-than-significant levels, and the impact would not be more severe than that identified in the approved PEIR. No new staff would be needed to operate the new facilities, and there would therefore be no operational impacts.

Transit, Bicycle, and Pedestrian Facilities

The project would not directly or indirectly eliminate alternative transportation corridors or facilities, nor would it include changes in adopted policies, plans, or programs that support alternative transportation. No new or more severe environmental impacts related to alternative transportation facilities would result from project implementation.

Conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b)

As discussed above in *Setting*, the PEIR did not evaluate this issue, as the issue was introduced as part of the December 2018 update to the current CEQA *Guidelines*, which occurred after the PEIR was certified. Section 15064.3 of the CEQA *Guidelines* suggests that the analysis of VMT impacts applies mainly to land use and transportation projects. The City of Sunnyvale's Policy 1.2.8 (Transportation Analysis Policy) states that projects that generate or attract fewer than 110 operational trips per day would meet the Small Infill Projects exemption, meaning that the project would be exempt from further consideration with respect to VMT and impacts are assumed to be less than significant (City of Sunnyvale, 2020a). Furthermore, impacts due to construction activities would be temporary and would not result in any meaningful long-term or permanent change in VMT. Per this statewide and local guidance, since the project is neither a land use nor a transportation project and meets the Small Infill Projects exemption, it can be assumed to have a less than significant impact with respect to VMT.

Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)

During construction, while the number of haul trucks would be substantially lower than evaluated in the PEIR, traffic safety hazards could occur due to increased truck traffic with associated slower speeds and wider turning radii and where delivery and haul trucks share the roadway with other vehicles, the same impact as discussed in the PEIR. With implementation of adopted Mitigation Measure TR-1b, the impact of these potential construction traffic safety hazards would be less than significant with mitigation. There would be no change to lane or roadway configuration as part of the project; therefore, the operational effects of the project would be the same as those identified in the PEIR (less than significant). No new or more severe environmental impacts related to traffic safety would result from project implementation.

Result in inadequate emergency access

The project would not result in new or more severe adverse impacts related to emergency access because the project would not alter access to facilities served by emergency vehicles and personnel. The project does not include design features that would either impede or restrict emergency vehicle access. No new or more severe environmental impacts related to emergency access would result from project implementation.

Cumulative Transportation Impacts During Construction

At the time of PEIR preparation, details typically used to determine cumulative transportation effects were not known. The PEIR estimated cumulative transportation effects by assuming a worst-case scenario in which construction peak periods overlap for most of the projects identified in the PEIR cumulative scenario (listed in PEIR Table 6-1). Project construction would overlap with construction of the Cleanwater Center project and Existing WPCP Rehabilitation projects at the WPCP. Project construction may also overlap with construction of the SCVWD East-West Channels Flood Protection Project and the Google Caribbean Campus Project. It is possible that service levels along Caribbean Drive could be temporarily degraded by construction activity. With implementation of adopted Mitigation Measure C-TR-1, Implement Coordinated Transportation Management Plan, the project's contribution to a potential cumulative impact along Caribbean Drive would be less than cumulatively considerable.

Conclusion

The Project would not generate more construction vehicle trips than those identified in the previously approved PEIR and would not result in new or more severe significant impacts than identified in the previously approved PEIR during operations, and therefore would not conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, or conflict with an applicable congestion management program.

Implementation of adopted Mitigation Measures TR-1a and TR-1b would reduce possible impacts related to traffic safety hazards during construction of the Project to a less than significant level, and the Project would not result in any new or more significant impacts.

The Project would not result in new or more significant impacts to public transit, bicycle and pedestrian facilities, or emergency access than those identified in the previously approved PEIR.

With implementation of adopted Mitigation Measure C-TR-1 to reduce the Project's possible contribution to cumulative transportation impacts, the Project would not result in any new or more significant impacts than those identified in the previously adopted PEIR.

3.2 Air Quality

Issues (and Supporting Information Sources):	*Potentially Significant Effects Not Identified in Prior EIR*	*Potentially Substantial Increase in Severity of Significant Impact Identified in Prior EIR*	*Sponsor Declines to Adopt Feasible Mitigation Measures or Alternatives*	*No New or More Severe Significant Effects*
AIR QUALITY — Would the project:				
a) Conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	☐	☒
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?	☐	☐	☐	☒
c) Expose sensitive receptors to substantial pollutant concentrations?	☐	☐	☐	☒
d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	☐	☐	☐	☒

Setting

The air quality setting relevant to the project site, including applicable regulations and air quality conditions, has not appreciably changed since the adoption of the PEIR. The Bay Area Air Quality Management District (BAAQMD) maintains regional authority for air quality management in the project area and the entire San Francisco Bay Area Air Basin (Bay Area).

The Federal Clean Air Act and the California Clean Air Act both require the establishment of standards for ambient concentrations of air pollutants, called Ambient Air Quality Standards. The state and federal non-attainment status of the Bay Area has not changed since adoption of the PEIR. The Bay Area continues to experience occasional violations of ozone and particulate matter (PM_{10} and $PM_{2.5}$) standards. Therefore, the project area currently is designated as a non-attainment area for violation of the state 1-hour and 8-hour ozone standards, the federal ozone 8-hour standard, the state respirable particulate matter (PM_{10}) 24-hour and annual average standards, the state fine particulate matter ($PM_{2.5}$) annual average standard, and the federal $PM_{2.5}$ 24-hour standard. The Project area is designated as attainment for all other state and federal standards (BAAQMD, 2017a).

BAAQMD Air Quality Plan

Regional air quality planning has proceeded since adoption of the PEIR. On April 19, 2017, the BAAQMD adopted the most recent revision to the Clean Air Plan – the *2017 Clean Air Plan: Spare the Air Cool the Climate* (*2017 CAP*). The primary goals of the *2017 CAP* are to protect public health and protect the climate (BAAQMD, 2017b). The plan includes a wide range of control measures to reduce emissions from combustion-related activities, reduce fossil fuel combustion, improve energy efficiency, and decrease emissions of potent greenhouse gases (GHGs). Some measures focus on reducing individual pollutants such as potent GHGs like methane and black carbon, or harmful fine particles that affect public health. Many of the measures, however, reduce multiple pollutants and serve both to protect public health and to protect the climate.

The 2017 Plan updates the *2010 Clean Air Plan*, pursuant to air quality planning requirements defined in the California Health and Safety Code. It describes a multi-pollutant strategy to simultaneously reduce emissions and ambient concentrations of ozone, fine particulate matter, toxic air contaminants, as well as greenhouse gases that contribute to climate change. To fulfill state ozone planning requirements, the 2017 control strategy includes all feasible measures to reduce emissions of ozone precursors—reactive organic gases (ROG) and nitrogen oxides (NOx)—and to reduce transport of ozone and its precursors to neighboring air basins. In addition, the Plan builds upon and enhances the Air District's efforts to reduce emissions of fine particulate matter and toxic air contaminants (BAAQMD, 2017b). In addition, the 2017 CAP includes the Bay Area's first-ever comprehensive Regional Climate Protection Strategy (RCPS), which will identify potential rules, control measures, and strategies that the BAAQMD can pursue to reduce greenhouse gases in the Bay Area and lay the groundwork to attain ambitious GHG reduction targets for 2030 and 2050.

BAAQMD Rules, Regulations, and CEQA Guidelines

Since adoption of the PEIR, the BAAQMD CEQA Air Quality Guidelines, which were used to evaluate the potential effects of the project on air quality, faced legal challenge in the State Supreme Court. While the significance thresholds originally adopted by BAAQMD in 2011 are not currently recommended by the BAAQMD, there is no court order preventing their use, and they are frequently employed by lead agencies when conducting CEQA reviews because the BAAQMD 2011 guidelines provides substantial evidence for the derivation of the thresholds and the approach to employing them in an air quality impact analysis (BAAQMD, 2009). The State Court of Appeals agreed with BAAQMD that there were scenarios in which the thresholds could be used to properly assess whether and in what amount a project would add pollution to the environment. Consequently, the approach implemented in the PEIR remains the latest state-of-the-art guidance and no changes to the approach used in the PEIR are warranted at this time. The most recent version of the BAAQMD CEQA Air Quality Guidelines contains the same significance thresholds from 2011 (BAAQMD, 2017c).

The BAAQMD is also the agency responsible for investigating and controlling odor complaints in the area. The BAAQMD enforces odor control by helping the public document a public nuisance. Upon receipt of a complaint, the BAAQMD sends an investigator to interview the complainant and to locate the odor source if possible. The BAAQMD typically brings a public nuisance court action when there are a substantial number of confirmed odor events within a 24-hour period. An odor source with five or more confirmed complaints per year averaged over three years is considered to have a substantial effect on receptors.

There are several BAAQMD regulations and rules that apply to odorous emissions that could be generated by the WPCP. Regulation 1, Rule 301 is the nuisance provision that states sources cannot emit air contaminants that cause nuisance to a considerable number of persons. Regulation 9, Rule 2 limits ground level concentration of H_2S.[1] Regulation 7 specifies limits for the discharge of odorous substances where the BAAQMD receives complaints from ten or more complainants within a 90-day period. Among other things, Regulation 7 precludes discharge of an odorous substance that causes

[1] BAAQMD, Rules & Regulations, Regulation 9 – Inorganic Gaseous Pollutants, Rule 2 – Hydrogen Sulfide, last amended October 6, 1999.

the ambient air at or beyond the property line to be odorous after dilution with four parts of odor-free air (i.e., 5 D/T), and specifies maximum limits on the emission of certain odorous compounds.[2]

The WPCP is currently subject to the Operating Permit requirements of Title V of the federal Clean Air Act. BAAQMD is responsible for issuing Title V permits. The most recent application for renewal of the permit for the WPCP (Facility #A0733) was submitted in November 2017.

Sensitive Receptors

No new residential buildings, schools, colleges or universities, daycare facilities, hospitals, or senior-care facilities have been constructed closer to the WPCP than the sensitive receptors identified in the PEIR (located immediately south of State Route 237, 0.8-mile from the project site).

Findings of the Previously Adopted PEIR

The PEIR identified significant and unavoidable impacts associated with the Master Plan related to the potential to conflict with the applicable air quality plan, the potential to violate any air quality standard or contribute to an air quality violation and the extent to which the Master Plan could result in a cumulatively considerable net increase of criteria air pollutant emissions. The PEIR identified less than significant impacts associated with exposure of sensitive receptors to pollutant concentrations and the potential of the project to create objectionable odors affecting a substantial number of people. One of the mitigation measures identified in the PEIR and subsequently adopted by the City (Mitigation Measure AQ-2a) is reproduced in Chapter 5, *Mitigation Monitoring and Reporting Program*.

Table 3-1 reproduces relevant portions of PEIR Table 4.5-4 (from PEIR page 4.5-17) for reference, and summarizes emissions estimated for construction of the stages equivalent to the proposed project. The proposed project evaluated in this document (Secondary Treatment and Dewatering Facilities) includes stages 2A, 2E, and 2F analyzed in the PEIR.

TABLE 3-1
CONSTRUCTION EMISSIONS FROM PEIR ANALYSIS

Master Plan Construction Stage[a]	Average Daily Emissions (pounds per day)			
	ROG	NO_x	Exhaust PM_{10}	Exhaust $PM_{2.5}$
2A – Split Flow Conventional Activated Sludge Milestone 1	0.8	4.4	0.3	0.2
2E - Split Flow Conventional Activated Sludge Milestone 2	1.8	10.6	0.6	0.6
2F - Split Flow Conventional Activated Sludge Milestone 3 (Thickening & Dewatering)	1.3	5.9	0.3	0.2
Total	3.9	20.9	1.2	1.0

NOTE: Refer to PEIR Appendix B for assumptions and emissions estimate calculations.

SOURCE: *Sunnyvale Water Pollution Control Plant Master Plan Program Environmental Impact Report*, City of Sunnyvale, August 2016.

[2] BAAQMD, Rules & Regulations, Regulation 7 – Odorous Substances, last amended March 17, 1982.

Discussion

Since certification of the PEIR, more information has been developed regarding construction equipment needed for the project. The following discussion evaluates whether project changes and changes in circumstances would result in any new or more severe significant environmental effects than identified in the PEIR.

Consistency with Air Quality Plan

As described in the PEIR, the BAAQMD recommends that a project's consistency with the current air quality plan be evaluated using the following three criteria:

a. The project supports the goals of the air quality plan

b. The project includes applicable control measures from the air quality plan, and

c. The project does not disrupt or hinder implementation of any control measures from the air quality plan.

If it can be concluded with substantial evidence that a project would be consistent with the above three criteria, then the BAAQMD considers it to be consistent with air quality plans prepared for the Bay Area (BAAQMD, 2017c).

Since approval of the PEIR, the air quality plan has been updated. The primary goals of the *2017 Clean Air Plan* are to protect public health and protect the climate. The BAAQMD-recommended method for determining if a project supports the goals of the current air quality plan is consistency with BAAQMD thresholds of significance. If project emissions would not exceed the thresholds of significance after the application of all feasible mitigation measures, the project would be consistent with the goals of the 2017 CAP. As indicated in the following discussion with regard to cumulative increase in pollutants, the project would not result in construction or operational emissions that would exceed the BAAQMD's significance thresholds with the implementation of adopted **Mitigation Measure AQ-2a, Implement BAAQMD Basic Construction Mitigation Measures**. Therefore, the project would not conflict with the primary goals of the 2017 CAP.

The 2017 CAP contains 85 control measures aimed at reducing air pollution in the Bay Area. Projects that incorporate all feasible control measures are considered consistent with the CAP. Two of the stationary source control measures are applicable to operation of water pollution control plants: WR1 (Limit GHGs from POTWs [Publicly-Owned Treatment Works]) and WR2 (Support Water Conservation). While both of these measures do not contain specific emissions control strategies, the project would not be inconsistent with these measures as the project would not affect methane capture at the WPCP, would not affect production of recycled water at the WPCP, and not install combustion engines. For these reasons, the project would not be inconsistent with nor hinder implementation of the 2017 CAP control measures.

In summary, as the project would be consistent with all three criteria listed above to evaluate consistency of the project with the 2017 CAP. Therefore, with the implementation of adopted Mitigation Measure AQ-2a, this would be a less than significant impact.

Project Contribution to Cumulative Air Quality

According to the BAAQMD, no single project will, by itself, result in nonattainment of ambient air quality standards. Instead, a project's individual emissions contribute to existing cumulatively significant adverse air quality impacts. The BAAQMD *CEQA Air Quality Guidelines* recommends using its quantitative thresholds of significance to determine if an individual project's emissions would considerably contribute to cumulative air quality impacts in the region. If a project's emissions exceed the identified significance thresholds, its contribution to cumulative air quality would be considerable, resulting in significant adverse air quality impacts to the region's existing air quality conditions (BAAQMD, 2017c). Alternatively, if a project does not exceed the identified significance thresholds, then the project would not be considered cumulatively considerable and would result in less-than-significant air quality impacts.

The PEIR disclosed significant and unavoidable impacts related to the potential to conflict with an applicable air quality plan and potential to violate air quality standards. Therefore, the contribution of the adopted PEIR to cumulative air quality was also described as being significant. However, the project's contribution to the cumulative air quality of the area has been evaluated by comparing project's construction and operational emissions to the applicable BAAQMD thresholds.

Construction

At the time of PEIR preparation, details typically used to calculate air pollutant emissions (such as the number of pieces of each type of off- and on-road equipment and daily equipment usage rates in terms of hours per day and total days of use) were not known. The PEIR estimated the anticipated air pollutant emissions of WPCP projects by estimating the relative magnitude of construction activity compared to other, better defined projects planned at the site. The City anticipated that when project-level CEQA review of Master Plan improvements is initiated, the PEIR analysis would be reviewed in light of updated construction information and analysis of air pollutant emissions would be revised accordingly.

Construction details of the project are sufficiently known currently to calculate conservative air pollutant emissions during construction. Air pollutant emissions of ROG, NO_X, PM_{10}, and $PM_{2.5}$ that would be generated by off-road construction equipment (e.g., excavators, graders, loaders) were estimated using the CalEEMod emissions estimator model along with the Project-specific construction schedule and equipment data that would be used during the following construction phases of the project:

- Phase 1: Earthwork & site work for structures – July 2022 to July 2023
- Phase 2: Facility construction – July 2023 to July 2025

Project construction emissions were estimates assuming that construction would begin in July 2022 and would take approximately 756 workdays to complete over a period of approximately 36

months. Average daily construction emissions were estimated by dividing the total construction emissions by the number of workdays.

Emissions from construction equipment were estimated using project-specific information such as the types and number of construction equipment used, their horsepower rating, daily usage in terms of hours per day, and the number of days each piece of equipment is used within the construction period.

Emissions would also be generated from on-road motor vehicles related to worker commute as well as the transportation of equipment, construction materials and hauling of excavated soil during construction. These emissions were also estimated in CalEEMod based on number of vehicle trips provided by the applicant. Based on data from the applicant, the project is assumed to generate an average of 260 worker commute trips per day throughout the construction period. The number of material delivery, fill and off-haul trips varies by construction phase. During Phase 1 of construction which includes earthwork and site work for structures, there would be an average of 9 material delivery trips per day and 61 fill/off-haul trips per day. During facility construction, there would be an average of 17 material delivery trips per day and 9 fill/off-haul trips per day. The exact end points for the daily trips are not known at this time, so the on-road emission estimates were developed under the assumption that each worker trip would be 25 miles round trip, and each haul truck and material delivery trip would be 50 miles round trip.

All assumptions and calculations used to estimate the project-related construction emissions are provided in Appendix A. Estimated average daily emissions are shown in **Table 3-2** and are compared to the BAAQMD thresholds.

TABLE 3-2
AVERAGE DAILY CONSTRUCTION-RELATED POLLUTANT EMISSIONS FOR THE PROPOSED PROJECT (POUNDS/DAY)

Construction Phase	Number of workdays	ROG	NOx	Exhaust PM_{10}[a]	Exhaust $PM_{2.5}$[a]
2022	131	2.0	25.2	0.3	0.3
2023	251	1.3	13.1	0.2	0.2
2024	262	0.9	8.5	0.2	0.2
2025	112	0.9	7.8	0.2	0.2
Project Average	756	1.3	12.8	0.2	0.2
BAAQMD Construction Threshold	---	54	54	82	54
Significant Impact?	---	No	No	No	No

NOTES:
a BAAQMD's construction-related significance thresholds for PM_{10} and $PM_{2.5}$ apply to exhaust emissions only and not to fugitive dust.

SOURCE: Appendix A

In addition to exhaust emissions, the PEIR evaluated emissions of fugitive dust from construction activities. As described in the PEIR, for all projects, the BAAQMD recommends the implementation of its Basic Control Mitigation Measures whether or not construction-related

exhaust emissions exceed the applicable significance thresholds. The BAAQMD Basic Control Mitigation Measures were adopted by the City as Mitigation Measure AQ-2a (included in Chapter 5 of this document). As indicated in Table 3-2, the average daily construction exhaust emissions would not exceed the BAAQMD's significance thresholds. Therefore, impacts associated with the potential for construction-related exhaust emissions to result in or contribute to a violation of an air quality standard would be less than significant.

Table 3-1 includes construction emissions estimates from the proposed project as analyzed in the PEIR (construction of Master Plan stages 2A, 2E and 2F). **Table 3-3** compares the current emissions estimates for the proposed project shown in Table 3-2 with the total emissions for construction stages 2A, 2E and 2F from the PEIR analysis. As shown in Table 3-3, the project as proposed, would generate emissions less than what was previously analyzed in the PEIR.

TABLE 3-3
COMPARISON OF CURRENT ANALYSIS FOR CONSTRUCTION WITH PEIR ANALYSIS FOR THE PROJECT

	Average Daily Emissions (pounds per day)			
	ROG	NO_x	Exhaust PM_{10}	Exhaust $PM_{2.5}$
Proposed project	1.3	12.8	0.2	0.2
Master Plan Stages 2A, 2E, and 2F in PEIR	3.9	20.9	1.2	1.0

SOURCES: Appendix A; *Sunnyvale Water Pollution Control Plant Master Plan Program Environmental Impact Report*, City of Sunnyvale, August 2016.

Operation

No new staff would be required to operate the project, therefore there would be no increase in the employee commute trips to the facility. Criteria air pollutant emissions during project operation would result primarily from truck trips for delivery of chemicals and hauling of residuals. It is estimated that the project would result in 42 chemical deliveries per month and 19 residuals hauling trucks per week (same as buildout for PEIR). In addition, emissions would be generated from the testing and maintenance of the 2,000 kW emergency standby generator proposed as part of the project. Emissions from truck trips were estimated as part of the CalEEMod run assuming a one-way trip length of 25 miles. Emissions associated with the emergency generator were calculated using emission rates in California Air Resources Board (CARB) 2011 Final Regulation Order for the Air Toxic Control Measure for stationary engines, assuming a maximum operation of 50 hours per year and 1 hour per day for testing and maintenance, consistent with BAAQMD Regulation 9, Rule 8. As shown in **Table 3-4** below, operational emissions would be less than the BAAQMD significance thresholds. Therefore, the project's operational impact would be less than significant.

TABLE 3-4
PROJECT OPERATIONAL POLLUTANT EMISSIONS (POUNDS/DAY)

Construction Phase	ROG	NOx	PM_{10}	$PM_{2.5}$
Chemical delivery & Residual Haul Truck Trips	<0.1	1.3	0.2	<0.1
Emergency Generator	0.1	1.7	0.1	0.1
Project Total	0.1	3.0	0.3	0.1
BAAQMD Operational Threshold	54	54	82	54
Significant Impact?	No	No	No	No

SOURCE: Appendix A

The PEIR estimated operational emissions from the implementation of the Master Plan as a whole and operational emissions by project is not available. However, there are no changes to the project that would increase operational emissions over what was previously analyzed in the PEIR. The PEIR had previously analyzed a 2.5 MW emergency generator, but the project now proposes a smaller 2 MW generator. Increase in vehicle trips associated with operation of the project is consistent with the assumptions for the analysis in the PEIR. Therefore, it can be concluded the project as proposed would not increase operational emissions over what was previously analyzed in the PEIR.

The project's construction and operational emissions would be less than the respective BAAQMD significance thresholds and would therefore result in less than significant impacts. Fugitive dust impacts during construction would also be less than significant with the implementation of Mitigation Measure AQ-2a. Additionally, the project would generate construction and operational emissions less than what was previously analyzed in the PEIR. Therefore, the cumulative impact of the project would be considered less than significant.

Exposure of Sensitive Receptors

Toxic Air Contaminants

The PEIR identified less than significant impacts with respect to exposure of sensitive receptors to toxic air contaminants (TACs) primarily in the form of diesel particulate matter (DPM). During construction, DPM emissions would be generated from off-road construction equipment and diesel-fueled construction trucks delivering materials and equipment to the project area. Once operational, DPM emissions would be generated from the truck trips delivering chemicals and hauling away residuals. Routine testing and maintenance of the emergency generator would also generate minimal DPM emissions. However, as noted above, no new sensitive receptors are located closer to the project area than those identified in the PEIR. The BAAQMD recommends that health risk impacts be considered when sensitive receptors are located within 1,000 feet of TAC sources. In addition, as part of the BAAQMD's permitting process, the emergency generator would be subject to a health risk assessment to ensure that it would not result in significant health risks. For these reasons, the project's impacts associated with exposure of sensitive receptors to pollutants during construction and operation would be no greater than those identified in the PEIR and would be less than significant.

Criteria Air Pollutants

The project would generate criteria pollutant emissions of ROG, NOx, and PM, as discussed under *Project Contribution to Cumulative Air Quality* above; however, the health risk impacts of these emissions on sensitive receptors are harder to quantify. ROG and NOx, the precursors of ozone, react through a series of complex photo-chemical reactions in the presence of sunlight to form ozone in the atmosphere. Many factors affect the formation of ozone including the presence of sunlight, dispersion from wind, and topography that affects wind patterns. Therefore, the impacts of ozone are typically considered on a basin-wide or regional basis instead of a localized basis. The health-based ambient air quality standards for ozone therefore are as concentrations of ozone and not as tonnages of their precursor pollutants (i.e., NO_X and ROG). It is not necessarily the amount of precursor pollutants emitted that causes human health effects, but the concentration of resulting ozone or particulate matter. Because of the complexity of ozone formation and the non-linear relationship of ozone concentration with its precursor pollutants, and given the state of environmental science modeling in use at this time, it is infeasible to convert specific project level emissions of NO_X or ROG emitted in a particular area to concentration of ozone in that area. Meteorology, the presence of sunlight, seasonal impacts, and other complex chemical factors all combine to determine the ultimate concentration and location of ozone (SCAQMD, 2014; SJVAPCD, 2014). Notwithstanding these scientific constraints, the disconnect between project level NO_X emissions and ozone-related health impact cannot be bridged at this time.

Odorous Emissions

Odors can be generated and released from many wastewater treatment processes. Most odor-producing compounds found in domestic wastewater result from biological activity that consumes organic material, sulfur, and nitrogen found in wastewater. These odor-producing compounds can be organic or inorganic molecules; the two primary odorous inorganic gases are hydrogen sulfide (H_2S) and ammonia.[3]

The BAAQMD has developed a list of recommended odor screening distances for specific odor-generating facilities such as wastewater treatment plants. If a proposed project would include the operation of an odor source, the screening distances should be used to evaluate the potential impact to existing sensitive receptors. The BAAQMD recommends that the screening distances be used as indicators of how much additional analysis would be required rather than the sole indicator of impact significance. The BAAQMD odor screening distance for wastewater treatment plants is 2 miles. The closest residences to the WPCP are single-family residences immediately south of SR 237, which are approximately 0.8 miles from the WPCP's boundary. In addition, winds in the area tend to be southeasterly. In response, additional analysis, including a review of existing odor complaint data, is presented in this addendum.

The BAAQMD considers an existing source to have a substantial number of odor complaints and an associated significant odor impact if the complaint history for the facility includes five or more confirmed complaints per year averaged over a 3-year period. A review of BAAQMD odor

[3] H_2S is regulated as a nuisance based on its odor detection level. If the standard were based on adverse health effects, it would be set at a much higher level. The H2S standard was adopted for the purpose of odor control. The current standard, 0.03 ppm for a one-hour average, was adopted by ARB in 1969.

complaint data compiled for the Sunnyvale WPCP indicates that there has been one confirmed odor complaint south of the WPCP in the January 2009 through May 2017 period (BAAQMD, 2017d), and the BAAQMD has not notified the WPCP of any more recent complaints as of November 2020. Although BAAQMD records do not identify the specific source of the confirmed odor incident, which occurred in 2009, WPCP staff investigating the incident detected a slight H_2S odor along the south boundary of Pond 2, took measurements of dissolved oxygen levels in the ponds, and sampled for H_2S around the ponds. Plant operators were unable to confirm that the source of the odor that led to the complaint was one of the ponds (as opposed to Bay muds). Because there has only been the one confirmed odor complaint identified by BAAQMD during the time period referenced above, in accordance with BAAQMD standards, the WPCP would not be considered to have a substantial number of odor complaints nor constitute an existing significant source of odors.

Under existing conditions, the ponds are not covered and sludge dewatering occurs in mechanized dewatering units, where emissions of potentially odorous compounds may escape directly to the atmosphere. Prior to construction activities associated with the Primary Treatment Facility, digested sludge was dewatered on open-air tile beds. The proposed aeration basins, which would treat a portion of wastewater that would otherwise be treated in the ponds, would also be uncovered.

Based on data from the BAAQMD, the ponds as currently used, while a potential source of odorous emissions such as H_2S and ammonia, have not been the subject of odor complaints. Similarly, though the proposed aeration basins are uncovered, due to the distance separating them from the nearest receptors that could be potentially affected, emissions of odorous compounds are unlikely to result in potential odor complaints. Once the new Thickening and Dewatering Building is operational, solids dewatering would occur within the building and would include odor abatement technology, such as a bioscrubber or biotrickling filter to treat ventilated air from the building before it is released to the atmosphere. With implementation of the project, the dewatering facilities, a process with greater odor potential than the proposed aeration basins, are more likely to have lower emissions of odorous gases such as H_2S compared to existing conditions and the project as a whole is likely to have a decreased potential for odor complaints. Health impacts associated with odorous compounds like H_2S that may be potentially emitted after the implementation of the project are also likely to be lower than under the existing conditions and will be further addressed, as required, as part of the BAAQMD permitting process. Since the nearest sensitive receptors have not changed, the overall treatment capacity of the WPCP would remain unchanged, the current WPCP operations do not have a history of odor complaints, and the project would reduce emissions of odorous gases from dewatering of sludge, it is likely that odors emitted from the project would be reduced compared to the current operation and impacts would be less than significant.

Conclusion

Construction emissions associated with the Secondary Treatment and Dewatering Facilities project would be less than the estimates presented in the PEIR and below BAAQMD thresholds with the implementation of adopted Mitigation Measure AQ-2a. Operational emissions would also be less than the respective BAAQMD thresholds. In addition, the project would not conflict

with or hinder implementation of any measures in the *2017 CAP*. Therefore, the project would be consistent with the *2017 CAP* and would not result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard. These impacts would be less than significant.

The project would not result in additional exposure of sensitive receptors to substantial pollutant concentrations, or create additional objectionable odors affecting a substantial number of people and thus would not result in any new or more significant impacts than those identified in the previously adopted PEIR.

3.3 Greenhouse Gas Emissions

Issues (and Supporting Information Sources):	*Potentially Significant Effects Not Identified in Prior EIR*	*Potentially Substantial Increase in Severity of Significant Impact Identified in Prior EIR*	*Sponsor Declines to Adopt Feasible Mitigation Measures or Alternatives*	*No New or More Severe Significant Effects*
GREENHOUSE GAS EMISSIONS — Would the project:				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☐	☐	☒
b) Conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	☐	☐	☐	☒

Setting

As a climate action leader, California has continued to demonstrate its commitment to early and aggressive action on climate change. The State Legislature and Governor have adopted ambitious targets to encourage bolder climate action, including statewide GHG emissions reduction targets of reaching:

- 1990 levels by 2020 (Assembly Bill [AB] 32 in 2006)
- 40 percent below 1990 levels by 2030 (SB 32 in 2016)
- 80 percent below 1990 levels by 2050 (Executive Order S-3- 05 in 2005)

In September 2018, Governor Brown signed SB 100 into law, setting a state target of 100 percent carbon-free electricity by 2045. SB 100 also sets interim requirements for 50 percent renewable electricity by 2026 and 60 percent by 2030, superseding previously established targets. Also in September 2018, Governor Brown signed Executive Order B-55-18, which establishes a new statewide goal to "achieve carbon neutrality as soon as possible, no later than 2045, and achieve and maintain net negative emissions thereafter."

The three planning documents identified in the PEIR– the Sunnyvale Climate Action Plan, the *2017 CAP*, and California Air Resources Board's (CARB) Climate Change Scoping Plan (CARB, 2017) – have all been updated since PEIR approval. As discussed above in Air Quality, the *2017 CAP* (BAAQMD, 2017b) was released after approval of the PEIR. The City of Sunnyvale Climate Action Plan was updated in 2019 as the Climate Action Playbook (City of Sunnyvale, 2019) to include the City's strategies to reach the state's GHG reduction goals for 2030 and 2050. CARB's Climate Change Scoping Plan was most recently updated in 2017 to incorporate the 2030 target established by SB 32. The 2017 Scoping Plan Update takes into account the key programs associated with implementation of the AB 32 Scoping Plan—such as GHG reduction programs for cars, trucks, fuels, industry, and electrical generation—and builds upon, in particular, existing programs related to the cap-and-trade regulation; the low carbon fuel standard; much cleaner cars, trucks, and freight movement; power generation for the state using cleaner

renewable energy; and strategies to reduce methane emissions from agricultural and other waste by using it to meet the state's energy needs.

Findings of the Previously Adopted PEIR

The PEIR identified less than significant impacts associated with the project related to conflict with plans adopted regarding GHG emissions and generation of GHG emissions.

Discussion

Since certification of the PEIR, more information has been developed regarding construction equipment needed for the project. The following discussion evaluates whether project changes and changes in circumstances would result in any new or more severe significant environmental effects than identified in the PEIR.

GHG Emissions

Construction

At the time of PEIR preparation, details typically used to calculate GHG emissions (such as the number of pieces of each type of off- and on-road equipment and daily equipment usage rates in terms of hours per day and total days of use) were not known. The PEIR estimated the anticipated GHG emissions of Master Plan by estimating the relative magnitude of construction activity compared to other, better defined projects planned at the site. The City anticipated that when project-level CEQA review of Master Plan improvements is initiated, the PEIR analysis would be reviewed in light of updated construction information and analysis of GHG emissions would be revised accordingly.

The combustion of diesel fuel to provide power for the operation of various construction equipment results in the generation of GHGs. Construction emissions that would be associated with the project were estimated using project-specific information such as the types and number of construction equipment used, their horsepower rating, daily usage in terms of hours per day, and the number of days each piece of equipment is used within the construction period. Appendix A contains the data and assumptions used to estimate the construction-phase GHG emissions that would be associated with the project.

GHG emissions, primarily carbon dioxide (CO_2), methane (CH_4) and nitrous oxide (N_2O) emissions for the project were derived from the CalEEMod run conducted for the analysis of air quality impacts. The GHG emissions estimate from CalEEMod includes emissions from both construction and operation. Construction emissions include emissions from off-road construction equipment as well as on-road motor vehicles used during construction for worker commute and transport of materials and equipment. N_2O and CH_4 emissions were multiplied by their respective global warming potentials (GWP) and added to the CO_2 emissions to obtain carbon dioxide equivalent (CO_2e) emissions. GWPs of 25 and 298 for CH_4 and N_2O emissions, respectively were used based on the IPCC Fourth Assessment Report (AR4), also used by the CARB to prepare the 2000 – 2017 GHG inventories for the state. (CARB, 2020).

The project is assumed to generate an average of 260 worker commute trips per day throughout the construction period. The number of material delivery and off-haul trips varies by construction phase and are detailed in Appendix A. The exact end points for the daily trips are not known at this time, so the on-road emission estimates were developed under the assumption that each worker trip would be 25 miles round trip, and each haul truck and material delivery trip would be 50 miles round trip.

Table 3-5 shows the GHG emissions estimated to be generated by construction activities that would be associated with the project. As shown in the table, project construction would generate a total of approximately 2014 metric tons (MT) carbon dioxide equivalent (CO_2e). Based on a minimum life span of 30 years for project facilities, the project's annualized construction-related GHG emissions would average 67 MT CO_2e per year. Refer to Appendix A for details on the calculations and assumptions used to estimate construction GHG emissions.

TABLE 3-5
TOTAL ESTIMATED GHG EMISSIONS FROM CONSTRUCTION

Construction Year	GHG Emissions (metric tons)			
	CO_2	CH_4	N_2O	CO_2e
2022	608.0	0.04	<0.01	609
2023	765.7	0.07	<0.01	768
2024	445.5	0.06	<0.01	447
2025	189.3	0.03	<0.01	190
Total Project Construction Emissions				2,014
Project Life (years)				30
Total Project Construction Emissions				67

SOURCE: Appendix A.

Table 3-6 compares the GHG emissions from construction of the proposed project to emissions from the project's equivalent stages 2A, 2E and 2F in the PEIR analysis. The BAAQMD does not identify a significance threshold for construction-related GHG emissions. Therefore, the total annualized emissions are combined with the operational emissions of the identified concurrent projects for comparison with the BAAQMD's operational threshold.

Table 3-6 shows that the project as proposed, would generate more GHG emissions during construction than what was previously analyzed in the PEIR. However, as detailed below under the analysis of operational impacts, when considered with the operational emissions for comparison with the significance threshold, this increase in construction GHG emissions would not change the significance determination of the impact.

TABLE 3-6
COMPARISON OF CURRENT CONSTRUCTION GHG ANALYSIS WITH PEIR ANALYSIS FOR THE PROJECT

	Construction Emissions
	MT of CO_2e
Proposed project	2,014
Master Plan Stages 2A, 2E, and 2F in PEIR	778

SOURCES: Appendix A; *Sunnyvale Water Pollution Control Plant Master Plan Program Environmental Impact Report*, City of Sunnyvale, August 2016.

Operation

Once operational, the project would generate long-term GHG emissions from direct and indirect sources. Direct GHG emissions would result primarily from the 42 truck trips per month associated with chemical deliveries and 76 truck trips per month (19 per week) associated with hauling residuals. In addition, the emergency generator will be routinely operated for testing and maintenance purposes but such activities would be limited to a maximum of 50 hours per year consistent with BAAQMD Regulation 9, Rule 8. Indirect GHG emissions would be generated from the increase in power demands at the WPCP due to the project. After the Primary Treatment Facility project is complete, the WPCP's demand will exceed the capacity of the cogeneration facility. The additional power demand for the project would be approximately 1,000 kW. All the electrical demand for the facilities proposed in this project will be met by increased PG&E and SVCE supply, the generation of which will generate indirect GHG emissions. Currently, the City's electricity accounts use SVCE's "Green Prime" option, which comes from 100 percent renewable energy and would therefore not generate any indirect GHG emissions. However, for this analysis, PG&E's energy portfolio was used to generate conservative GHG estimates. Indirect GHG emissions generated by the Project's use of electricity from Pacific Gas & Electricity's (PG&E) electrical grid were estimated using an emission factor of 210 pounds of CO_2 per MWh of delivered electricity based on data for 2017 (PG&E, 2019). N_2O and CH_4 emission factors for electricity were obtained from the U.S. Environmental Protection Agency (U.S. EPA, 2020). **Table 3-7** shows GHG emissions associated with project operation.

TABLE 3-7
ANNUAL GHG EMISSIONS FROM PROJECT OPERATION

Source	GHG Emissions (MT of CO_2e/year)
Chemical delivery & Residual Haul Truck Trips	121.6
Emergency Generator	72.1
Electricity Generation	0.1
Total Operational GHG Emissions	192.9

SOURCE: Appendix A.

The PEIR estimated operational emissions from the implementation of the Master Plan as a whole and operational emissions by project is not available. However, there are no changes to the project that would increase operational emissions over what was previously analyzed in the PEIR. The PEIR had previously analyzed a 2.5 MW emergency generator, but the project now proposes a smaller 2 MW generator. Vehicle trips and increase in electricity use associated with operation of the project are consistent with the assumptions for the analysis in the PEIR. In addition, PG&E emission factors are currently 27.5 percent lower than the emission rates used in the PEIR analysis. Even with the lower PG&E emission factors, this analysis is conservative because if power is supplied entirely by SVCE, there would be no GHG emissions associated with its generation. Therefore, it can be concluded the project as proposed would not increase operational emissions over what was previously analyzed in the PEIR.

Table 3-8 shows the combined annual operational and construction emissions of the project.

TABLE 3-8
COMBINED ANNUAL GHG EMISSIONS FROM PROJECT CONSTRUCTION AND OPERATION

	GHG Emissions expressed as CO_2e (metric tons per year)
Project operational emissions	192.9
Project construction emissions amortized over a project life of 30 years	67.0
Project Total	259.9
BAAQMD Operational Significance Threshold	10,000
Significant?	No

SOURCE: Appendix A,

The total annual operational GHG emissions combined with the total annual construction emissions from the project and other concurrent Master Plan projects would be less than the BAAQMD's annual operational threshold for stationary sources of 10,000 metric tons CO_2e. Therefore, this impact would be considered less than significant.

Consistency with GHG Plans, Policies, or Regulations

The 2017 Clean Air Plan does not include any stationary source measures applicable to the project. The project would not disrupt or hinder implementation of any of the GHG-related 2017 Clean Air Plan control measures.

The BAAQMD GHG thresholds referenced in the discussion above were designed to meet the AB32 goal of reducing GHG emissions to 1990 levels by 2020. As discussed above, the project would not result in any temporary or new permanent sources of GHG emissions that would exceed the BAAQMD's CO_2e significance threshold of 10,000 metric tons per year. Since the BAAQMD GHG significance threshold would not be exceeded, the project would not result in a cumulatively considerable increase in GHG emissions that would impair the State's ability to implement AB32.

This City of Sunnyvale Climate Action Plan adopted in 2014 included strategies to reduce GHG emissions in Sunnyvale to achieve the state-recommended GHG emission reduction target of 15 percent below 2008 levels by the year 2020. It was also intended to streamline future environmental review of development projects in Sunnyvale by following the CEQA Guidelines and meet BAAQMD's expectations for a Qualified GHG Reduction Strategy. The Climate Action Plan was updated as a Climate Action Playbook in 2019 which builds upon the City's past success and integrates new ideas to pave the path for meeting or exceeding the state's emissions targets of 40 percent reduction in GHG emissions by 2030 and 80 percent reduction by 2050. The City surpassed the 2014 Climate Action Plan's goal of reaching 1990 levels of emissions by 2020 and is well-positioned to meet the state's 2030 target. However, to meet the 2050 goal, the City must achieve an interim target of a 56 percent reduction below 1990 levels by 2030, exceeding the state's 2030 target.

The 2019 Climate Action Playbook identifies six key strategies and 18 plays associated with these strategies to achieve these reductions. Of the six strategies, only one would apply to the project. Project consistency with this measure is discussed below.

Strategy 1: Promoting clean energy

The project's energy needs would be served by PG&E and SVCE. Electricity-related emissions in the City have already reduced approximately 76 percent by moving from conventional PG&E electricity to SVCE's carbon-free electricity. The remaining emissions are associated with electricity procured from other electricity providers and from conventional (not carbon-free) sources. The project would benefit from the City's ongoing efforts to shift these remaining emissions to carbon-free sources by working with large purchasers of electricity that buy electricity from wholesale markets. Supply of clean electricity is also a critical foundation for Strategies 2 (Decarbonizing Buildings) and 3 (Decarbonizing Transportation & Sustainable Land Use). As such, the City plans to continue supporting and expanding Sunnyvale's participation to transition all electricity accounts to SVCE's clean electricity by 2030.

Strategy 2 addresses decarbonization of buildings by including measures to optimize energy efficiency into the deign that reduce GHG emissions associated with heating and lighting. The project does not include any habitable structures; therefore, this strategy would not apply. Strategy 3 addresses the largest source of GHG emissions in the City by decarbonizing transportation and sustainable land use. One way the City implements this Strategy is by requiring projects to encourage the use of zero emission vehicles by providing electric vehicle charging stations to encourage employees to use electric vehicles and reduce GHG emissions. However, the project would not increase the number of employees at the WPCP and would therefore not increase vehicle trips associated with employee commute. Operational truck traffic would increase by approximately 236 per month from trucks delivering residuals and hauling chemicals, but current zero emission technology is primarily available only for light duty vehicles. The other three strategies aim to manage resources sustainably, empower the community and adapt to a changing climate do not contain any project level strategies and will be implemented on a Citywide basis.

In summary, the project would not result in any temporary or new permanent sources of GHG emissions that would exceed the BAAQMD's CO_2e significance threshold of 10,000 MT per

year. In addition, the project would not conflict any of the GHG reduction measures either in the *2017 CAP* or the City of Sunnyvale Climate Action Playbook. Therefore, the project would not result in a cumulatively considerable increase in GHG emissions that would impair the State's ability to implement AB 32 and SB 32 goals.

For these reasons, the project would not result in any new or more severe environmental effects related to GHG emissions beyond those identified in the PEIR.

Conclusion

The project would not result in any new or more severe environmental effects related to GHG emissions, or conflicts with plans, policies, and regulations adopted regarding GHG emissions, than those identified in the previously adopted PEIR.

3.4 Hydrology and Water Quality

Issues (and Supporting Information Sources):	*Potentially Significant Effects Not Identified in Prior EIR*	*Potentially Substantial Increase in Severity of Significant Impact Identified in Prior EIR*	*Sponsor Declines to Adopt Feasible Mitigation Measures or Alternatives*	*No New or More Severe Significant Effects*
HYDROLOGY AND WATER QUALITY — Would the project:				
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality?	☐	☐	☐	☒
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	☐	☐	☐	☒
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or through addition of impervious surfaces, in a manner which would:	☐	☐	☐	☒
i) Result in substantial erosion or siltation on- or off-site;	☐	☐	☐	☒
ii) Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite;	☐	☐	☐	☒
iii) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or	☐	☐	☐	☒
iv) Impede or redirect flood flow?	☐	☐	☐	☒
d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	☐	☐	☐	☒
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	☐	☐	☐	☒

Setting

The environmental setting relevant to hydrology and water quality for the project site has not changed since adoption of the PEIR, with the exception of two National Pollutant Discharge Elimination System (NPDES) permits under which the Sunnyvale WPCP is permittee or co-permittee (described below). Setting discussions from the adopted PEIR for water quality standards, groundwater, surface water drainage patterns, and flood and inundation hazards are applicable to the project.

Effective April 1, 2020, Order No. R2-2014-0035 (Waste Discharge Requirements for Sunnyvale Water Pollution Control Plant and wastewater collection system) issued by the San Francisco Bay Regional Water Quality Control Board (RWQCB) was rescinded and replaced by Order No. R2-2020-0002 (RWQCB, 2020). This order sets effluent limitations and discharge specifications for

water discharged to Moffett Channel and San Francisco Bay from the Sunnyvale WPCP. The effluent limitations in the order are the same as shown in PEIR Table 4.10-7 with the exception of enterococcus bacteria, nickel, cyanide, and bis (2-Ethylhexyl) phthalate. The revised numeric effluent limitations are listed in **Table 3-9**, below.

TABLE 3-9
SELECT REVISED NUMERIC EFFLUENT LIMITATIONS FOR THE WPCP

Parameter	Units	Average Monthly	Average Weekly	Maximum Daily	Other
Previous Order					
Enterococcus bacteria	Not Applicable	-	-	-	30-day mean not to exceed 35 colonies/100 mL
Nickel[b]	µg/L	24	-	35	-
Cyanide, Total[b]	µg/L	7.5	-	17	-
Bis (2-Ethylhexyl) Phthalate[b]	µg/L	5.9	-	12	-
Turbidity	NTU	-	-	-	Instantaneous maximum limit of 10 NTU
Revised Order					
Enterococcus bacteria	Not Applicable	-	-	-	Six-week mean not to exceed 30 colonies/100 mL No more than 10% samples > 110 CFU/100 mL
Nickel[b]	µg/L	24	-	33	-
Cyanide, Total[b]	µg/L	7.0	-	17	-
Bis (2-Ethylhexyl) Phthalate[b]		n/a	n/a	n/a	n/a
Turbidity	NTU				Instantaneous Maximum Limit of 10 NTU From October 1 through May 31, only applies when total suspended solids exceeds 20 mg/L

NOTES:
a Unit Abbreviations: mL = milliliters; mg/L = milligrams per liter; µg/L = micrograms per liter; NTU = nephelometric turbidity units; CFU = colony forming units.
b Limitations apply to the average concentration of all samples collected during the averaging period (daily ~ 24-hour period; monthly ~ calendar month)

SOURCE: RWQCB, 2020

Effective January 1, 2018, Order No. R2-2012-0096 (Mercury and PCBs [Polychlorinated Biphenyls] Watershed Permit, NPDES No. CA0038849) issued by the San Francisco Bay RWQCB was rescinded and replaced by Order No. R2-2017-0041. The Sunnyvale WPCP is co-permittee to this order, which sets requirements for mercury and PCB concentrations in the WPCP effluent. The effluent limitations for average monthly and maximum daily PCB concentrations are the same as those specified for the Sunnyvale WPCP in the previous order and

shown in PEIR Table 4.10-7. Similarly, the effluent limitations for average weekly and monthly mercury concentrations are the same as shown in PEIR Table 4.10-7.

Findings of Previously Adopted PEIR

The adopted PEIR determined that all project impacts related to hydrology and water quality would be less than significant or less than significant with mitigation. Chapter 5, *Mitigation Monitoring and Reporting Program*, reproduces adopted mitigation measures applicable to hydrology and water quality impacts from this project.

Discussion

The nature, scale, and timing of project construction have not changed in a manner that would deplete additional groundwater, further affect drainage patterns or systems, or further affect flooding because the facilities would be located at the same site evaluated in the PEIR with the exception of the new construction staging area. The project would not change the wastewater treatment technologies beyond what was evaluated in the PEIR with the exception of the addition of deammonification as a sidestream nitrogen removal process. The following discussion focuses on stormwater drainage and quality at the new construction staging area, differences in effluent quality during operations, and impacts on groundwater during construction and operations compared with the analysis conducted in the adopted PEIR.

Stormwater

In addition to staging within the main plant site, the project would use an existing construction staging area outside of the main plant site. The existing construction staging area is surrounded by a curb and would not be expanded by the proposed project. No ground disturbance is proposed at the construction staging area, and all staging activities would occur within the curbed area. Runoff from the curbed area is collected in a nearby stormwater pump station forebay before being pumped to Moffett Channel. The project would not alter the volume of stormwater generated from the construction staging area.

Water Quality

While no ground disturbance is proposed at the construction staging area outside of the main plant site, runoff from the curbed area is collected in a nearby stormwater pump station forebay before being pumped into Moffett Channel. If equipment maintenance or storage activities require the use of fuels and related chemicals in the construction staging area, or stockpile soils, these pollutants could be released into Moffett Channel, a potentially significant impact. Implementation of **Mitigation Measure BIO-2b, Minimization of Impacts on Water Quality**, would reduce potential impacts on water quality in Moffett Channel by requiring implementation of a fuel spill containment plan and good housekeeping measures, along with stockpile management measures.

As discussed in PEIR Impact HYD-1, stormwater from the site is routed to the preliminary treatment facility, treated, and released in compliance with the WPCP's individual NPDES permit; this would continue during project operations. Additionally, the potential for hazardous materials releases would be minimized by adherence to an updated Hazardous Materials Business

Plan, which would be required under state law, and which would be updated to include project facilities.

The PEIR evaluated conversion of secondary treatment to conventional activated sludge. As discussed in PEIR Section 4.10, Water Quality, through the upgraded and new secondary treatment process, reliability and effectiveness of the secondary treatment process would be improved, and the effectiveness of subsequent treatment processes would also be improved. The use of deammonification as a sidestream nitrogen removal process was not evaluated in the PEIR. Treatment of the sidestream (the internal wastewater stream generated during treatment processes at the WPCP) would reduce the ammonia and total nitrogen in the WPCP effluent. The deammonification process proposed would not require additional treatment chemicals beyond those identified in the PEIR and any sludge generated would be treated in the digesters similar to the existing secondary treatment process. The upgraded treatment process would allow for more reliable ammonia and total nitrogen removal throughout the year than is currently achieved using Ponds 1 and 2.

The project would result in enhancements and increased reliability of the wastewater treatment process at the WPCP and would continue to comply with the water quality requirements in the NPDES Permit, which would be reissued or modified to reflect the changes in the treatment processes. The NPDES Permit incorporates the water quality objectives from the Basin Plan that are protective and the beneficial uses of the receiving waters and the receiving water quality and the effluent resulting from the wastewater treatment at the WPCP would be subject to and required to comply with the NPDES permit.

Groundwater

As discussed in PEIR Impact HYD-4 (beginning on PEIR page 4.9-36), shallow groundwater beneath the landfill is influenced by surface water ponds, channels, ditches, storm drain pipelines, and sanitary sewers, which result in a generally radial flow of groundwater toward the center of the landfill (San Francisco Bay Regional Water Quality Control Board [RWQCB], 2004). An aquitard separates the shallow aquifer from the deeper aquifer and prevents leachate and groundwater impacted by landfill waste from moving downward (RWQCB, 2004). A Corrective Action Program is in place to monitor and control the flow of leachate and impacted groundwater from the landfill (Order No. R2-2004-0030). The Correct Action Program is based on the hydraulic capture of groundwater by flow toward existing groundwater sinks (areas of relatively low groundwater pressure, toward which groundwater will preferentially flow), primarily stormwater and sanitary sewer pipelines that discharge to the headworks of the main plant site. Project construction activities, such as excavation and associated dewatering, may affect these general groundwater flow patterns and may require the relocation of the monitoring components of the existing Correct Action Program.

As discussed in Chapter 2, *Project Description*, excavation would extend to approximately 32 feet below ground surface. Procedures for containment, handling, and disposal of groundwater generated from construction dewatering, and the method used to analyze groundwater for hazardous materials likely to be encountered at specific locations and appropriate treatment and/or disposal methods, would be specified for the project as part of adopted **Mitigation Measure HAZ-2c**, **Soil**

and Groundwater Management Plan. Extended groundwater dewatering may affect the groundwater flow and alter efficacy of the Corrective Action Program. The City is preparing a technical report describing components of construction activities affecting groundwater flow at the WPCP, including effects of the proposed project (City of Sunnyvale, 2018). The report also includes modeling conducted in efforts to predict potential changes to groundwater flow patterns and associated groundwater monitoring and control system changes deemed necessary to maintain the integrity of the landfill Corrective Action Program. The project report would be submitted to the RWQCB and project work could not proceed until the RWQCB concurs with the findings and the proposed methods to ensure efficacy of the Corrective Action Program. Compliance with these requirements would limit impacts related to changes in groundwater flow patterns and water quality to less-than-significant levels.

Conclusion

The project would improve effluent quality and continue to comply with existing waste discharge requirements applicable to the WPCP, would comply with postclosure maintenance requirements applicable to the closed landfill, implement Mitigation Measures BIO-1b and HAZ-2c during construction, and would not otherwise degrade water quality.

3.5 Aesthetics

Issues (and Supporting Information Sources):	*Potentially Significant Effects Not Identified in Prior EIR*	*Potentially Substantial Increase in Severity of Significant Impact Identified in Prior EIR*	*Sponsor Declines to Adopt Feasible Mitigation Measures or Alternatives*	*No New or More Severe Significant Effects*
AESTHETICS — Would the project:				
a) Have a substantial adverse effect on a scenic vista?	☐	☐	☐	☒
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	☐	☐	☐	☒
c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	☐	☐	☐	☒
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	☐	☐	☐	☒

Setting

The environmental setting relevant to Aesthetics for the project site has not changed since adoption of the PEIR. Setting discussions from the adopted PEIR for scenic vistas, scenic resources, existing visual character or quality, and light and glare are applicable to the project.

Findings of Previously Adopted PEIR

The adopted PEIR found that Master Plan components outside the main plant site (in Ponds 1 and 2) would alter the visual quality of Moffett Channel and Cargill Channel, a significant impact that could be reduced with mitigation. The Secondary Treatment and Dewatering project would not construct facilities outside of the main plant site, and would not affect the high quality views near Ponds 1 and 2 identified in the PEIR.

The adopted PEIR determined that within the main plant the Thickening and Dewatering Facility would exceed the current heights of existing structures, and that landscaping planted along the fenceline would partially screen views of these structures from Borregas Avenue and Carl Road. In addition, the PEIR found that these new facilities would be consistent with the existing industrial nature of the main plant site and these facilities would not be visible to motorists on nearby Caribbean Drive due to the intervening landfill topography.

The adopted PEIR found that given (a) the limited publicly accessible viewpoints of the main plant, (b) the existing visual character of the site (see PEIR Figure 4.15-7, Photo 12), and (c) the anticipated future appearance of proposed facilities, implementation of the Master Plan would not substantially degrade the visual character of the main plant.

Discussion

Since certification of the PEIR, more information has been developed regarding proposed building heights. The following discussion evaluates whether project changes and changes in circumstances would result in any new or more severe significant environmental effects than identified in the PEIR.

Scenic Vistas, Resources, and Highways

There are no state- or locally-designated scenic vistas in the vicinity of the WPCP, nor is the project site visible from a state scenic highway (Caltrans, 2020; City of Sunnyvale, 2011). Given the absence of designated scenic vistas in the area, construction and operation of the project with modifications would not result in a substantial adverse effect on a scenic vista, highway, or other scenic resource, and no mitigation is required.

Visual Character

The WPCP has an industrial character and is in an urbanized area zoned as "Public Facilities" (City of Sunnyvale, 2020b). The Thickening and Dewatering Facility would be approximately 55 feet tall, instead of 50 feet as evaluated in the PEIR. While the Thickening and Dewatering Facility would be the tallest building included in the project and would exceed the height of existing structures at the site (the tallest structure at the WPCP main plant is approximately 31 feet tall, excluding appurtenant features), the facility along with the other project facilities would be consistent with the existing industrial character of the WPCP main plant site and would not be visible to motorists on nearby Caribbean Drive due to the intervening landfill topography. Intervening landfill topography would also limit the visibility of the Thickening and Dewatering Facility from nearby trails. As part of the Master Plan, Carl Road west of Borregas Avenue would be closed to the public. Consequently, views of the Thickening and Dewatering Facility from public roadways would be limited to westbound Carl Road (views of the lower portion of the building would be blocked by topography). Additionally, construction of the facility at the WPCP would be consistent with current uses at the WPCP, and would not conflict with the City of Sunnyvale's zoning ordinance. The increased height of the Thickening and Dewatering Facility would thus not substantially degrade the existing visual character of the site and surroundings, and the impact would not be more significant than that identified in the previously approved PEIR.

Light and Glare

The project would install the same lighting as described in the PEIR; thus, the impact would be the same as that identified in the previously approved PEIR.

Conclusion

No new or more significant impacts related to a scenic vista, highway, or other scenic resource would result from the project with modifications compared to the impacts identified in the previously adopted PEIR.

The project with modifications would not result in additional new or more significant impacts related to the visual character of the project site and its surroundings than those identified in the previously adopted PEIR.

The project with modifications would not result in new or more significant impacts related to the effects of light and glare on daytime or nighttime views than those identified in the previously adopted PEIR.

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CHAPTER 4
Conclusion

The modifications to the Secondary Treatment and Dewatering Facilities project would not result in new or more severe significant impacts than those attributable to the project described in the Sunnyvale Water Pollution Control Plant (WPCP) Master Plan Program Environmental Impact Report (PEIR).

The analyses and discussion in Chapter 3 do not reflect involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects. There have been no changes in circumstances under which the project is undertaken that would result in new significant environmental impacts or substantially more severe impacts, and no new information has become available that would indicate the potential for new significant impacts or substantially more severe impacts than were discussed in the PEIR. Therefore, no further evaluation is required, and no Subsequent EIR is needed pursuant to CEQA Guidelines Section 15162.

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CHAPTER 5

Mitigation Monitoring and Reporting Program – Secondary Treatment and Dewatering Facilities

Table 5-1 presents mitigation measures and City actions to implement, monitor and report on these measures that apply to the Secondary Treatment and Dewatering Facilities project. These measures were adopted by the City Council on August 23, 2016. **Table 5-2** presents other mitigation measures contained within the Sunnyvale Water Pollution Control Plant Master Plan Mitigation Monitoring and Reporting Program that do not apply to the project, and the reasons that they do not apply.

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TABLE 5-1
MITIGATION MONITORING AND REPORTING PROGRAM – SECONDARY TREATMENT AND DEWATERING FACILITIES PROJECT

Mitigation Measures Adopted as Conditions of Approval	Implementation Procedures	Monitoring Responsibility	Monitoring and Reporting Action	Monitoring Schedule	Verification of Compliance
Transportation					
Mitigation Measure TR-1a: Truck Route Plan. As part of pre-construction submittals, the contractor(s) shall submit a truck route plan to the City of Sunnyvale Public Works Department for review and approval to help minimize impacts to adjacent roadways.	Contractor(s) shall obtain approval of truck route plan and implement plan during construction	City of Sunnyvale Public Works Department	Verify, review and approve truck route plan.	Prior to construction	*Verified by:* *Date:*
Mitigation Measure TR-1b: Implement a Temporary Traffic Control Plan. The City contractor(s) shall prepare and implement a traffic control plan using the City's Temporary Traffic Control guidelines to reduce traffic impacts on the roadways at and near the work site, as well as to reduce potential traffic safety hazards and ensure adequate access for emergency responders. The City shall coordinate development and implementation of this plan with City departments (e.g., Emergency Services, Fire, Police, Transportation), as appropriate. To the extent applicable, the traffic control plan shall conform to the Caltrans' *California Manual on Uniform Traffic Control Devices*, Part 6 (Temporary Traffic Control; Caltrans, 2014). The traffic control plan shall include, but not be limited to, the following elements: • Circulation and detour plans to minimize impacts on local road circulation during road and lane closures. Flaggers and/or signage shall be used to guide vehicles through and/or around the construction zone. • Controlling and monitoring construction vehicle movement through the enforcement of standard construction specifications by onsite inspectors. • Sufficient staging areas for trucks accessing construction zones to minimize disruption of access to adjacent public rights-of-way. • Scheduling truck trips outside the peak morning and evening commute hours to the extent possible. • Maintaining pedestrian and bicycle access and circulation during project construction where safe to do so. If construction activities encroach on bicycle routes or multi-use paths, advance warning signs (e.g., "Bicyclists Allowed Use of Full Lane" and/or "Share the Road") shall be posted that indicate the presence of such users. • Identifying detours for bicycles and pedestrians, where applicable, in all areas affected by project construction. • Implementing roadside safety protocols. Advance "Road Work Ahead" warning and speed control signs (including those informing drivers of State legislated double fines for speed infractions in a construction zone) shall be posted to reduce speeds and provide safe traffic flow through the work zone. • Coordinating construction with administrators of police and fire stations (including all fire protection agencies), and recreational facility managers. Operators shall be notified in advance of the timing, location, and duration of construction activities and the locations of detours and lane closures, where applicable. • Storing all equipment and materials in designated contractor staging areas on or adjacent to the worksite, such that traffic obstruction is minimized.	Contractor(s) shall prepare plan that adheres to all measures listed Contractor(s) shall implement plan	City of Sunnyvale Public Works Department	Verify inclusion of plan in contract specifications	Prior to construction	*Verified by:* *Date:*
Mitigation Measure C-TR-1: Implement Coordinated Transportation Management Plan. Prior to construction, the City's respective contractor(s) shall develop a Coordinated Transportation Management Plan, and the City and its contractor(s) shall work with other projects' contractors and appropriate County and/or City departments (e.g., Emergency Services, Fire, Police, Transportation) as needed to prepare and implement a transportation management plan for roadways adjacent to and directly affected by the Master Plan improvements or the WPF, and to address the transportation impact of the overlapping construction projects within the vicinity of the Master Plan or the WPF in the region. The transportation management plan shall include, but not be limited to, the following requirements: • Coordination of individual traffic control plans for the Master Plan or WPF with nearby projects. • Coordination between the contractor and other project contractors in developing circulation and detour plans that include safety features (e.g., signage and flaggers). The circulation and detour plans shall address: – Full and partial roadways closures – Circulation and detour plans to include the use of signage and flagging to guide vehicles through and/or around the construction zone, as well as any temporary traffic control devices – Bicycle/Pedestrian detour plans, where applicable – Parking along public roadways – Haul routes for construction trucks and staging areas for instances when multiple trucks arrive at the work sites – Protocols for updating the transportation management plan to account for delays or changes in the schedules of individual projects.	City's contractor(s) shall develop a plan that adheres to all measures listed. The City and its contractor(s) shall work with other project contractors, if necessary, and appropriate County and/or City departments for preparation and implementation of this plan.	City of Sunnyvale Public Works Department	Verify inclusion of this plan in the contract specifications.	Prior to construction	*Verified by:* *Date:*

TABLE 5-1 (CONTINUED)
MITIGATION MONITORING AND REPORTING PROGRAM – SECONDARY TREATMENT AND DEWATERING FACILITIES PROJECT

Mitigation Measures Adopted as Conditions of Approval	Implementation Procedures	Monitoring Responsibility	Monitoring and Reporting Action	Monitoring Schedule	Verification of Compliance
Air Quality					
Mitigation Measure AQ-2a: Implement BAAQMD Basic Construction Mitigation Measures. The City shall implement the following applicable BAAQMD Basic Construction Mitigation Measures to reduce emissions of fugitive dust and equipment exhaust: • All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day. • All haul trucks transporting soil, sand, or other loose material offsite shall be covered. • All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited. • All vehicle speeds on unpaved roads shall be limited to 15 mph. • All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used. • Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points. • All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified visible emissions evaluator. • Post a publicly visible sign with the telephone number and person to contact at the City or City's contractor regarding dust complaints. This person shall respond and the contractor shall take corrective action within 48 hours.	City or its contractor(s) implement BAAQMD Basic Construction Measures	City of Sunnyvale Public Works Department	Verify inclusion of measures in contract specifications and construction plans. Inspect construction site to confirm compliance by the contractor, report non-compliance and ensure corrective action.	Prior to construction During construction	*Verified by:* *Date:*
Biological Resources					
Mitigation Measure BIO-2b: Minimization of Impacts on Water Quality. The following measures will be incorporated into the construction stormwater pollution prevention plan and implemented during construction of Master Plan improvements to avoid or minimize impacts on water quality: • Earth-moving in areas draining directly to wetlands and aquatic habitats will not occur during days when rain is occurring or predicted to occur (i.e., greater than 40 percent chance) during the work period. This measure applies to all Project areas with potential to drain directly to wetlands or aquatic habitats, particularly in or adjacent to the Southeast Channel, the Sunnyvale West Channel, the Cargill Channel, Ponds 1 and 2, and SCVWD Pond A4. • All permit conditions, legal requirements, and appropriate dredging and engineering practices shall be followed to avoid and minimize water quality impacts associated with Master Plan activities. Suitable erosion control, sediment control, source control, treatment control, material management, and stormwater management BMPs will be implemented consistent with the latest edition of the California Stormwater Quality Association "Stormwater Best Management Practices Handbook," available at www.capmphandbooks.com. • Spill prevention kits shall always be in close proximity when using hazardous materials (e.g., crew trucks and other logical locations). Feasible measures shall be implemented to ensure that hazardous materials are properly handled and the quality of aquatic resources is protected by all reasonable means when removing vegetation and sediments from the channels. • No fueling shall be done in areas immediately adjacent to (i.e., within 50 feet of) channels, ponds, or wetlands. For stationary equipment that must be fueled on site, containment shall be provided in such a manner that any accidental spill of fuel shall not be able to enter the water or contaminate sediments that may come in contact with water. Any equipment that is readily moved out of the channels, ponds, or wetlands shall not be fueled in these sensitive habitat areas or the immediate floodplains surrounding them. • A hazardous materials management/fuel spill containment plan will be developed and implemented by the construction contractor and given to all contractors and biological monitors working on the Master Plan, with at least one copy of the plan located onsite at all times. The purpose of the plan is to provide onsite construction managers, environmental compliance monitors, and regulatory agencies with a detailed description of hazardous materials management, spill prevention, and spill response/cleanup measures associated with the construction of Master Plan elements. The primary objective of the plan is to prevent a spill of hazardous materials. Elements of the plan will include, but are not limited to the following: – A discussion of hazardous materials management, including delineation of hazardous material and hazardous waste storage area, access and egress routes, waterways, emergency assembly areas, and temporary hazardous waste storage areas; – Materials Safety Data Sheets for all chemicals used and stored on site; – An inventory list of emergency equipment; – Spill control and countermeasures including employee spill prevention/response training; – Notification and documentation procedures; and – A monthly reporting plan.	City or contractor(s) to retain a qualified water quality specialist to prepare a stormwater pollution prevention plan that adheres to all measures Contractor(s) to include plan in construction plans	City of Sunnyvale Public Works Department	Verify inclusion of plan in contract specifications Review monthly hazardous materials management/fuel spill containment plan reports for compliance with measure Document dredging volumes in compliance with measure	Prior to construction During construction	*Verified by:* *Date:*

TABLE 5-1 (CONTINUED)
MITIGATION MONITORING AND REPORTING PROGRAM – SECONDARY TREATMENT AND DEWATERING FACILITIES PROJECT

Mitigation Measures Adopted as Conditions of Approval	Implementation Procedures	Monitoring Responsibility	Monitoring and Reporting Action	Monitoring Schedule	Verification of Compliance
Biological Resources (cont.)					
• Vehicles will be checked daily for oil or fuel leaks and will be washed only at an approved area as described above for Mitigation Measure BIO-1b. No washing of vehicles will occur in Master Plan areas located outside of the main plant fenceline. • The work site, areas adjacent to the site, and access areas will be maintained in an orderly condition, free and clear from debris and discarded materials. This measure includes all Master Plan areas located outside of the main plant fenceline. Personnel will not sweep, grade, or flush surplus materials, rubbish, debris, or dust onto adjacent areas or waterways. Upon completion of work, all building materials, debris, unused materials, concrete forms, and other construction-related materials will be removed from the Master Plan areas located outside of the main plant fenceline. • Stockpiled materials outside of the main plant fenceline will be covered by plastic sheeting, tarps, or similar material that can be secured during wind and rain. A sediment fence or berm will be installed around stockpiled dredged material to prevent runoff from transporting sediment into sensitive habitats (such as the channels, ponds, and wetlands). Heavy equipment will not be operated in the active channels or within wetland habitats, but instead from existing hardscape, access roads, and levees. • Water conservation methods will ensure that water used in the Master Plan area does not create surface flows capable of carrying pollutants to the nearby creek channel. All personnel, including sub-contractors will be instructed on the practical methods of preventing leaks or over-use of watering, and will be required to adhere to the practices in the detail sheets provided. Woody debris from tree trimming and other activities will not be left in the active channels or in wetland habitats. • In-channel vegetation removal may result in increased local erosion in the channels due to increased flow velocity. To minimize such erosion, the toe of the bank will be protected by leaving vegetation within the channel to the maximum extent practicable. Cofferdams or silt fencing will be used to the extent feasible during construction and maintenance activities that could potentially result in substantial siltation of open water. For any work within aquatic or wetland habitats, such as Ponds 1 and 2 or the Cargill Channel, silt curtains will be installed to prevent suspended sediments from migrating out of the immediate work area, and dredging will be conducted on incoming tides to the extent feasible to further reduce the potential for sediment mobilization outside the Master Plan area. Dredging within aquatic or wetland habitats will be conducted with a closed clamshell-style dredge to reduce the amount of suspended sediment produced. Dredge volumes will be documented to ensure compliance with and adequate performance of these measures.					
Mitigation Measure BIO-2h: Nesting Bird Measures. The following measures will be implemented throughout the Master Plan area to minimize impacts on nesting San Francisco common yellowthroat, Alameda song sparrow, and other native bird species: • Nesting deterrence can be implemented to minimize the potential for nesting birds to constrain project activities or to be adversely affected by those activities. The most effective nesting deterrence in non-developed portions of the main plant is vegetation removal to remove nesting substrate. Vegetation that is to be affected by the project should be removed during the nonbreeding season (i.e., September 1 through January 31) if feasible. If necessary, removal of nest-starts (incomplete nests that do not yet contain eggs or young) by qualified biologists may occur during the breeding season. Such nest-start removal may begin early in the breeding season (e.g., February) and continue regularly until vegetation can be removed and construction commences. Some species, such as barn swallows or black phoebes, may establish nests on buildings or other structures. To deter birds from nesting on structures, netting or other deterrence devices may be installed to preclude birds from constructing nests. Such nesting deterrence should be implemented under the supervision of qualified biologists in order to prevent death or injury of birds as a result of improperly installed deterrence devices, and such devices will require regular maintenance to ensure that they are functioning properly. • Prior to commencement of new activities (i.e., activities that are not currently ongoing in any given area) during the breeding season (February 1 through August 31), preconstruction surveys will be conducted by a qualified biologist no more than 7 days prior to the initiation of new disturbance in any given area to ensure that no active nests of species protected by the Migratory Bird Treaty Act or California Fish and Game Code will be disturbed during Master Plan implementation. During this survey, the biologist will inspect all potential nesting habitats (e.g., trees, shrubs, buildings, and various substrates on the ground) in the project area for nests. This survey will include suitable nesting substrates both within and outside the main plant fenceline. Surveys will be conducted within search radii corresponding to disturbance-free buffer zones described below for raptors (300 feet) and non-raptors (100 feet), including offsite areas adjacent to the Master Plan area (where such areas are accessible and are contained in the buffer zones). • If an active nest is found, a qualified biologist will determine the extent of a disturbance-free buffer zone to be established around the nest until nesting has been completed. Disturbance-free buffer zones are typically 300 feet for raptors and 100 feet for non-raptors, although factors such as existing disturbance and vegetation or structures that screen construction activities from a nest will be considered in determining the appropriate buffer. Nests will be considered active until surveys conducted by a qualified ornithologist confirm nesting is complete. However, construction within these radii may proceed if, based on monitoring of the birds behavior, a qualified biologist determines that such activities are not likely to result in the abandonment of the nest. Per CDFW recommendations, monitoring will be conducted as follows: – A qualified biologist will monitor activity at each nest for three days prior to the onset of construction activities to develop a baseline of the normal behavior of the birds attending the nest. If the behavior observed at the nest is consistent on Days 1 and 2 of monitoring, Day 3 of monitoring may be skipped.	Contractor(s) to prepare construction plans that include schedule of vegetation removal, nest deterrence, preconstruction surveys, and buffer zones Contractor to identify qualified biologist to conduct nesting deterrence measures Contractor to remove vegetation within non-breeding season Biologist to implement nesting deterrence measures	City of Sunnyvale Public Works Department	Review qualifications of Contractor-nominated biologist and either approve or recommend identification of additional candidates. Verify inclusion of measures in contract specifications and construction plans	Prior to construction	*Verified by:* *Date:*

TABLE 5-1 (CONTINUED)
MITIGATION MONITORING AND REPORTING PROGRAM – SECONDARY TREATMENT AND DEWATERING FACILITIES PROJECT

Mitigation Measures Adopted as Conditions of Approval	Implementation Procedures	Monitoring Responsibility	Monitoring and Reporting Action	Monitoring Schedule	Verification of Compliance
Biological Resources (cont.)					
– A qualified biologist will monitor activity at each nest for 8 hours on the first day that construction occurs within the standard buffer (e.g., within 100 feet of a non-raptor nest). If the biologist determines that the birds' behavior is not adversely affected, Master Plan activities may continue. The biologist should continue to monitor the nests for 1 hour/day on any day when construction activities occur within the standard buffer around an active nest. – If at any time the biologist determines that Master Plan activities within the standard buffer is adversely affecting the behavior of the birds such that the nest is in jeopardy of failing, construction activities should retreat to honor the standard buffer until the nest is no longer active (i.e., the young have fledged)					
Hazards and Hazardous Materials					
Mitigation Measure HAZ-2b: Health and Safety Plan. For each Master Plan improvement involving ground disturbing activities, the City or its contractor will prepare a Health and Safety Plan in accordance with federal OSHA regulations (29 CFR 1910.120) and Cal/OSHA regulations (8 CCR Title 8, Section 5192). Each Plan will be based on all activities proposed as part of the specific project and include designated personnel responsible for implementation of the Plan. The City will require each contractor for each individual construction contract to implement a Plan. Each Plan will include all required measures to protect construction workers and the general public potentially exposed to hazardous materials or wastes by including engineering controls, monitoring, and security measures to prevent dangerous levels of exposure and unauthorized entry to the construction area, and to reduce hazards outside of any construction area. If prescribed contaminant exposure levels are exceeded, personal protective equipment shall be required for workers in accordance with state and federal regulations. Compliance with the Health and Safety Plan will not be construed as approval of the adequacy of the contractor's health and safety professional's qualifications or any safety measure taken in or near the construction site. The contractor will be solely and fully responsible for compliance with all laws, rules, and regulations applicable to health and safety during the performance of the construction work.	Contractor(s) to prepare Health and Safety Plan and incorporate Plan in construction plans Contractor(s) to implement Plan	City of Sunnyvale Public Works Department	Review each Health and Safety Plan Verify inclusion of Plan in contract specifications for each individual construction contract	Prior to ground disturbance	*Verified by:* *Date:*
Mitigation Measure HAZ-2c: Soil and Groundwater Management Plan. For any elements involving ground disturbing activities, the City will require the construction contractor to implement a Soil and Groundwater Management Plan, subject to review by the City that specifies the method for handling and disposal of contaminated soil and groundwater prior to demolition, excavation, and construction activities. The plan will include all necessary procedures to ensure that any excavated materials and fluids from throughout the Master Plan area generated during construction are stored, managed, and disposed of in a manner that is protective of human health and in accordance with applicable laws and regulations. The plan will include the following information. • Step-by-step procedures for evaluation, handling, stockpiling, storage, testing, and disposal of excavated material, including criteria for reuse and offsite disposal. All excavated materials shall be inspected prior to initial stockpiling, and spoils that are visibly stained and/or have a noticeable odor shall be stockpiled separately to minimize the amount of material that may require special handling. • Procedures to be implemented if unknown subsurface conditions or contamination are encountered, such as previously unreported tanks, wells, or contaminated soils. • Detailed control measures for use and storage of hazardous materials to prevent the release of pollutants to the environment, and emergency procedures for the containment and cleanup of accidental releases of hazardous materials to minimize the impacts of any such release. These procedures shall also include reporting requirements in the event of a reportable spill or other emergency incident. At a minimum, the City or its contractor shall notify applicable agencies in accordance with guidance from the California Office of Emergency Services as well as the Santa Clara County Environmental Health Department. • Procedures for containment, handling and disposal of groundwater generated from construction dewatering, the method used to analyze groundwater for hazardous materials likely to be encountered at specific locations and the appropriate treatment and/or disposal methods.	Contractor to prepare Soil and Groundwater Management Plan Contractor to implement Plan	City of Sunnyvale Public Works Department	Review Soil and Groundwater Management Plan Verify inclusion of Plan in contract specifications	Prior to ground disturbance	*Verified by:* *Date:*
Cultural Resources					
Mitigation Measure CUL-2: Unanticipated Discovery of Archaeological Resources. If prehistoric or historic-period archaeological resources are encountered, all construction activities within 100 feet will halt and the City of Sunnyvale will be notified. Prehistoric archaeological materials might include obsidian and chert flaked-stone tools (e.g., projectile points, knives, scrapers) or toolmaking debris; culturally darkened soil ("midden") containing heat-affected rocks, artifacts, or shellfish remains; and stone milling equipment (e.g., mortars, pestles, handstones, or milling slabs); and battered stone tools, such as hammerstones and pitted stones. Historic-era materials might include deposits of metal, glass, and/or ceramic refuse. A Secretary of the Interior-qualified archaeologist will inspect the findings within 24 hours of discovery. If it is determined that the project could damage a historical resource or a unique archaeological resource (as defined pursuant to the CEQA Guidelines), mitigation will be implemented in accordance with PRC Section 21083.2 and Section 15126.4 of the CEQA Guidelines, with a preference for preservation in place. Consistent with Section 15126.4(b)(3), this may be accomplished through planning construction to avoid the resource; incorporating the resource within open space; capping and covering the resource; or deeding the site into a permanent conservation easement. If avoidance is not feasible, a qualified archaeologist will prepare and implement a detailed treatment plan in consultation with City of Sunnyvale and, for prehistoric resources, the appropriate Native American representative. Treatment of unique archaeological resources will follow the applicable requirements of PRC Section 21083.2. Treatment for most resources would consist of (but would not be not limited to) sample excavation, artifact collection, site documentation, and historical research, with the aim to target the recovery of important scientific data contained in the portion(s) of the significant resource to be impacted by	City or Contractor to retain cultural resources expert to conduct preconstruction worker environmental awareness training on recognition of archaeological resources Contractor to notify City of Sunnyvale if resources encountered Secretary of the Interior-qualified archaeologist will inspect the findings within 24 hours of discovery Archaeologist, City, and contractor to implement mitigation as determined by archaeologist	City of Sunnyvale Public Works Department	Verify inclusion of requirements in contract specifications	Prior to ground disturbance	*Verified by:* *Date:*

TABLE 5-1 (CONTINUED)
MITIGATION MONITORING AND REPORTING PROGRAM – SECONDARY TREATMENT AND DEWATERING FACILITIES PROJECT

Mitigation Measures Adopted as Conditions of Approval	Implementation Procedures	Monitoring Responsibility	Monitoring and Reporting Action	Monitoring Schedule	Verification of Compliance
Cultural Resources (cont.)					
the project. The treatment plan will include provisions for analysis of data in a regional context, reporting of results within a timely manner, curation of artifacts and data at an approved facility, and dissemination of reports to local and state repositories, libraries, and interested professionals.					
Mitigation Measure CUL-3: Unanticipated Discovery of Paleontological Resources. If paleontological resources, such as fossilized bone, teeth, shell, tracks, trails, casts, molds, or impressions are discovered during ground-disturbing activities, work will stop in that area and within 100 feet of the find until a qualified paleontologist can assess the nature and importance of the find and, if necessary, develop appropriate treatment measures in conformance with Society of Vertebrate Paleontology standards, and in consultation with the City of Sunnyvale.	City or Contractor to retain cultural resources expert to conduct preconstruction worker environmental awareness training on recognition of archaeological resources Contractor to notify City of Sunnyvale if resources encountered	City of Sunnyvale Public Works Department	Verify inclusion of requirements in contract specifications	Prior to ground disturbance	*Verified by:* *Date:*
Mitigation Measure CUL-4: Unanticipated Discovery of Human Remains. In the event of discovery or recognition of any human remains during construction activities, such activities within 100 feet of the find will cease until the Santa Clara County Coroner has been contacted to determine that no investigation of the cause of death is required. The NAHC will be contacted within 24 hours if it is determined that the remains are Native American. The NAHC will then identify the person or persons it believes to be the most likely descendant from the deceased Native American, who in turn would make recommendations to the City of Sunnyvale for the appropriate means of treating the human remains and any grave goods.	Contractor(s) shall monitor worker activities Contractor(s) shall halt work and notify the County Coroner, if necessary. If appropriate, Coroner shall notify NAHC. NAHC shall notify Most Likely Descendant (MLD).	City of Sunnyvale Public Works Department	Verify inclusion of requirements in contract specifications	Prior to ground disturbance	*Verified by:* *Date:*

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TABLE 5-2
ADOPTED MITIGATION MEASURES THAT DO NOT APPLY TO THE PROJECT

Adopted Mitigation Measures		Reason Measure Does Not Apply to Administration and Laboratory Building Project
Mitigation Measure NOI-1:	Develop and Implement Construction Noise Logistics Plan	Does not apply due to construction hours
Mitigation Measure AQ-2b:	Implement BAAQMD Additional Construction Mitigation Measures	Does not apply due to nature of project activities.
Mitigation Measure BIO-1a:	Reduce Impacts on Congden's Tarplant	Does not apply due to location and nature of project activities.
Mitigation Measure BIO-1b:	Prevent the Introduction and Spread of Non-native, Invasive Species	Does not apply due to location.
Mitigation Measure BIO-2a:	Worker Environmental Awareness Training	Does not apply due to location and nature of project activities.
Mitigation Measure BIO-2c:	Special-Status Fish Measures	Does not apply due to location.
Mitigation Measure BIO-2d:	Western Pond Turtle Measures	Does not apply due to location.
Mitigation Measure BIO-2e:	Burrowing Owl Measures	Does not apply due to location and nature of project activities.
Mitigation Measure BIO-2f:	California Ridgway's Rail and California Black Rail Measures	Does not apply due to location.
Mitigation Measure BIO-2g:	Salt Marsh Harvest Mouse and Salt Marsh Wandering Shrew Measures	Does not apply due to location.
Mitigation Measure BIO-3a:	Avoidance of Open Water and Wetland Habitats	Does not apply due to location.
Mitigation Measure BIO-3b:	Compensatory Mitigation for Aquatic and Wetland Habitats	Does not apply due to nature of project activities.
Mitigation Measure BIO-4a:	Avoidance and Preservation of Trees	Does not apply due to location.
Mitigation Measure BIO-4b:	Master Plan Compensation for Impacts on Protected Trees	Does not apply due to location.
Mitigation Measure HYD-2:	Hydraulic Analysis of Levee Widening	Does not apply due to nature of project activities.
Mitigation Measure HYD-3a:	Flood Hazard Assessment and Design For Diurnal Equalization Tanks, Pump Station, and Pipeline	Does not apply due to nature of project activities.
Mitigation Measure HYD-3b:	Restoration Plan for Ponds 1 and 2	Does not apply due to nature of project activities.
Mitigation Measure HYD-3c:	Flood Protection Prior to Levee Breaching	Does not apply due to nature of project activities.
Mitigation Measure WQ-4:	Water Quality Evaluation and Control Plan for Oxidation Pond Breaching and Restoration	Does not apply due to nature of project activities.
Mitigation Measure HAZ-2a:	Hazardous Building Materials Abatement	Does not apply due to nature of project activities.
Mitigation Measure CUL-1.	Assessment of Effects to Cargill Channel	Does not apply due to nature of project and location.
Mitigation Measure AES-1:	Levee Plantings and Visual Screening	Does not apply due to nature of project and location.
Mitigation Measure GI-1:	Update Projections	Does not apply due to nature of project activities.

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APPENDIX A

Air Quality Supporting Information

CalEEMod INPUTS FOR CONSTRUCTION AND OPERATION

Construction Schedule

	Schedule Provided			Schedule Used in CalEEMod		
Construction Phase	**Start**	**End**	**Number of Workdays**	**Start**	**End**	**Number of Workdays**
Phase 1: Earthwork and Site Work for Structures	Jul-22	Jul-23	252	7/1/2022	6/19/2023	252
Phase 2: Facility Construction	Jul-23	Jul-25	504	7/1/2023	6/5/2025	504

Construction Vehicle Trips

Construction Phase	**Workdays**	**Workers/day**	**Worker trips/day**	**Material delivery trips/day**	**Off-haul trips/day**	**Fill trips/day**	**Haul trips/phase**
Phase 1: Earthwork and Site Work for Structures	252	130	260	9	53	8	15320
Phase 2: Facility Construction	504	130	260	17	9	0	4400

Construction Trip Lengths

Trip Type	**miles/one-way trip**
Worker commute	12.5
Fill/Off-haul trips	25
Material delivery trips	25

Operational Trips	**one-way trips/month**	**miles/one-way trip**
Chemical Deliveries	84	25
Residuals Hauling	152	25
Total	236	

CONSTRUCTION EQUIPMENT AND ACTIVITY LEVEL

Equipment	Number	Avg Operation, Hrs/Day	Total Work Days	Assumption (hp)	Adjusted hrs/day
Phase 1: Earthwork and Site Work for Structures					
Excavator	4	6	29	188	0.7
Dozer/Loader	4	6	22	105	0.5
Roller	2	6	3	95	0.1
Hauling On Site	1	6	32	350	0.8
Hauling Off Site	1	6	223	350	5.3
Crawler Crane/RT Crane	1	6	126	350	3.0
Pile Drivers	1	6	80	250	1.9
Water Truck	1	8	255	189	8.1
Phase 2: Facility Construction					
Dozer/Loader	1	6	79	105	0.9
Grader	1	6	10	173	0.1
Roller	1	6	38	95	0.5
Hauling On Site	2	6	81	350	1.0
Hauling Off Site	2	6	43	350	0.5
Concrete Truck	2	6	121	300	1.4
Paving Equipment	1	6	3	174	0.0
Crawler Crane/RT Crane	3	6	98	350	1.2
Water Truck	1	8	210	189	3.3

EMISSIONS SUMMARIES

CONSTRUCTION EMISSIONS - Criteria Air Pollutants

Construction Year	No. of Construction Days	Tons over Construction Period				Average Pounds per day			
		ROG	NOx	Exhaust PM-10	Exhaust PM-2.5	ROG	NOx	Exhaust PM-10	Exhaust PM-2.5
2022	131	0.13	1.65	0.02	0.02	2.0	25.2	0.3	0.3
2023	251	0.17	1.65	0.03	0.03	1.3	13.1	0.2	0.2
2024	262	0.12	1.11	0.03	0.02	0.9	8.5	0.2	0.2
2025	112	0.05	0.44	0.01	0.01	0.9	7.8	0.2	0.2
Project Total	756	0.47	4.85	0.08	0.07	1.3	12.8	0.2	0.2

CONSTRUCTION EMISSIONS - GHG (metric tons)

Construction Year	CO_2	CH_4	N_2O	CO_2e
2022	608.0	0.04	0.0	609.1
2023	765.7	0.07	0.0	767.5
2024	445.5	0.06	0.0	447.0
2025	189.3	0.03	0.0	189.9
Project Total	2008.5	0.20	0.0	2013.5
Life of project (years)				30
Ave. annual emissions (tons/year)				67.0

OPERATIONAL EMISSIONS - Criteria Air Pollutants

Source	Annual (tons/year)				Average Pounds per day			
	ROG	NOx	Total PM-10	Total PM-2.5	ROG	NOx	Total PM-10	Total PM-2.5
Truck Trips	0.01	0.24	0.03	0.01	0.05	1.3	0.2	0.05
Generator	0.02	0.31	0.02	0.02	0.1	1.7	0.1	0.1
Project Total	0.02	0.56	0.05	0.02	0.1	3.0	0.3	0.1

OPERATIONAL EMISSIONS - GHG (metric tons per year)

Source	CO_2	CH_4	N_2O	CO_2e
Delivery trucks	121.5	0.005	0.000	121.6
Generator				71.2
Increased energy demand				0.1
Project Operational Total				192.9
Amortized construction emissions				67.0
PROJECT TOTAL				259.8

Operational GHG emissions from increased energy use

	CO_2	CH_4	N_2O
Emission Factor[1] (lb/MWh)	210	0.034	0.004
Project annual energy demand (MWh/year)	1	1	1
Conversion from lbs to metric tons	0.000453592	0.000453592	0.000453592
GHG emissions (metric tons/year)	0.1	0.0000	0.0000
GWP[2]	1	25	298
GHG emissions as CO_2e (metric tons/year)	0.1	0.0	0.0
Total GHG emissions as CO_2e (metric tons/year)	0.1		

NOTES:

1. Source for GHG emission factors: https://www.epa.gov/sites/production/files/2020-01/documents/egrid2018_summary_tables.pdf, http://www.pgecorp.com/corp_responsibility/reports/2019/assets/PGE_CRSR_2019.pdf

2. Source for GWP: https://www.arb.ca.gov/cc/inventory/background/gwp.htm

EMERGENCY GENERATOR EMISSIONS

Conversion Factors

HP/kW	1.3410	
lb/g	0.0022	
lb/ton	2,000	
Metric ton/ton	0.90719	
PM_{10} Fraction of Total PM	0.960	Table A - Updated CEIDARS Table with PM2.5 Fractions, INTERNAL COMBUSTION - DISTILLATE AND DIESEL-ELECTRIC GENERATION
$PM_{2.5}$ Fraction of Total PM	0.937	Table A - Updated CEIDARS Table with PM2.5 Fractions, INTERNAL COMBUSTION - DISTILLATE AND DIESEL-ELECTRIC GENERATION
CO_2 kg/gal	10.21	Climate Registry, Table 13.1: https://www.theclimateregistry.org/wp-content/uploads/2014/11/2016-Climate-Registry-Default-Emission-Factors.pdf
CH_4 g/gal	0.58	Climate Registry, Table 13.7: https://www.theclimateregistry.org/wp-content/uploads/2014/11/2016-Climate-Registry-Default-Emission-Factors.pdf
N_2O g/gal	0.26	Climate Registry, Table 13.7: https://www.theclimateregistry.org/wp-content/uploads/2014/11/2016-Climate-Registry-Default-Emission-Factors.pdf
GWP CH_4	25	IPCC AR4, https://ww2.arb.ca.gov/ghg-gwps
GWP N_2O	298	IPCC AR4, https://ww2.arb.ca.gov/ghg-gwps
CO_2e g/gal	10,302	
CO_2 g/gal	10,210	
CO_2/CO_2e	0.9911	

Generator Rating:	2,000	kW	*(Source: Project Description)*
	2,682	HP	*(based on conservative engineering assumptions; conversion from kW to hp)*
Load Factor:	0.74		*(based on CalEEMod Generator Set Load Factor)*
Engine Emissions Tier:			*(compliance with CARB diesel regulations)*
Operating Hours per Unit:	50	hours/year	
	1.00	hours/day - maximum	
	0.14	hours/day - average	

Units	Criteria Pollutants [1, 2]					Greenhouse Gases [3]	
	VOC	NO_X	CO	PM_{10}	$PM_{2.5}$	CO_2	CO_2e
g/kW-hr	—	—	3.50	—	—	—	—
g/HP-hr	0.15	2.85	2.61	0.1440	0.1406	526.17	530.91
lbs/hr	0.66	12.47	11.42	0.63	0.61	3111.12	3,139.15
lbs/day(maximum daily)	0.66	12.47	11.42	0.63	0.61	3111.12	3139.15
lbs/day (average daily)	**0.09**	**1.71**	**1.56**	**0.09**	**0.08**	**426.18**	430.02
lbs/yr	32.82	623.50	570.99	31.50	30.75	155,556.00	156,957.38
tons/yr	0.02	0.31	0.29	0.016	0.015	77.78	78.48
metric tons/yr	—	—	—	—	—	**70.56**	**71.19**

Notes:

1. Emission factors for VOC and NOX: ARB 2011 Final Regulation Order for the ATCM for stationary engines, Table 1, Model year 2008+: https://www.arb.ca.gov/regact/2010/atcm2010/finalregorder.pdf; Policy: CARB Emission Factors for CI Diesel Engines – Percent HC in Relation to NMHC + NOx: http://www.baaqmd.gov/~/media/Files/Engineering/policy_and_procedures/Engines/EmissionFactorsforDieselEngines.ashx
2. Emission factors for CO, PM_{10}, and $PM_{2.5}$: ARB 2011 Final Regulation Order for the ATCM for stationary engines, Table 1, Model year 2008+: https://www.arb.ca.gov/regact/2010/atcm2010/finalregorder.pdf
3. Emission factor for CO_2: U.S. Environmental Protection Agency, AP-42 Compilation of Air Pollutant Emission Factors, Fifth Edition, Section 3.4, Table 3.4-1. Emissions of GHGs assume 99.11% of the CO_2e emissions occur as CO_2, based on Climate Registry emission factors as referenced above.

Sunnyvale Secondary Project - Santa Clara County, Annual

Sunnyvale Secondary Project

Santa Clara County, Annual

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
General Light Industry	1.00	1000sqft	1.00	1,000.00	0

1.2 Other Project Characteristics

Urbanization	Rural	**Wind Speed (m/s)**	2.2	**Precipitation Freq (Days)**	58
Climate Zone	3			**Operational Year**	2026
Utility Company	Pacific Gas & Electric Company				
CO2 Intensity (lb/MWhr)	210	**CH4 Intensity (lb/MWhr)**	0.029	**N2O Intensity (lb/MWhr)**	0.006

1.3 User Entered Comments & Non-Default Data

Project Characteristics - <http://www.pgecorp.com/corp_responsibility/reports/2019/assets/PGE_CRSR_2019.pdf>

Land Use - Unit areas assumed

Construction Phase - Project schedule

Off-road Equipment - Phase not used

Off-road Equipment - Phase not used

Off-road Equipment - Phase not used

Off-road Equipment - Project data

Off-road Equipment - Project data

Off-road Equipment - Phase not used

Trips and VMT - Project data

Vehicle Trips - Operational data. Trip length of operational truck trips assumed to be 25 miles.

Energy Use -

Fleet Mix - All truck trips assumed to be heavy duty trucks

Table Name	Column Name	Default Value	New Value
tblConstructionPhase	NumDays	10.00	0.00
tblConstructionPhase	NumDays	2.00	252.00
tblConstructionPhase	NumDays	1.00	0.00
tblConstructionPhase	NumDays	5.00	0.00
tblConstructionPhase	NumDays	5.00	0.00
tblConstructionPhase	NumDays	100.00	504.00
tblFleetMix	HHD	0.02	1.00
tblFleetMix	LDA	0.62	0.00
tblFleetMix	LDT1	0.03	0.00
tblFleetMix	LDT2	0.18	0.00
tblFleetMix	LHD1	0.01	0.00
tblFleetMix	LHD2	5.0300e-003	0.00
tblFleetMix	MCY	5.2040e-003	0.00
tblFleetMix	MDV	0.10	0.00
tblFleetMix	MH	6.8100e-004	0.00
tblFleetMix	MHD	0.01	0.00
tblFleetMix	OBUS	2.1950e-003	0.00
tblFleetMix	SBUS	6.3800e-004	0.00
tblFleetMix	UBUS	1.5020e-003	0.00

tblGrading	AcresOfGrading	0.00	0.75
tblGrading	AcresOfGrading	0.00	0.50
tblLandUse	LotAcreage	0.02	1.00
tblOffRoadEquipment	HorsePower	231.00	350.00
tblOffRoadEquipment	HorsePower	97.00	105.00
tblOffRoadEquipment	HorsePower	97.00	105.00
tblOffRoadEquipment	HorsePower	231.00	350.00
tblOffRoadEquipment	HorsePower	158.00	188.00
tblOffRoadEquipment	HorsePower	187.00	173.00
tblOffRoadEquipment	HorsePower	402.00	350.00
tblOffRoadEquipment	HorsePower	402.00	189.00
tblOffRoadEquipment	HorsePower	402.00	350.00
tblOffRoadEquipment	HorsePower	402.00	300.00
tblOffRoadEquipment	HorsePower	402.00	189.00
tblOffRoadEquipment	HorsePower	172.00	250.00
tblOffRoadEquipment	HorsePower	132.00	174.00
tblOffRoadEquipment	HorsePower	80.00	95.00
tblOffRoadEquipment	HorsePower	80.00	95.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	3.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	3.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	4.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	3.00	0.00
tblOffRoadEquipment	UsageHours	6.00	0.00
tblOffRoadEquipment	UsageHours	6.00	0.00
tblOffRoadEquipment	UsageHours	8.00	0.00
tblOffRoadEquipment	UsageHours	6.00	1.20
tblOffRoadEquipment	UsageHours	6.00	0.00
tblOffRoadEquipment	UsageHours	8.00	0.00
tblOffRoadEquipment	UsageHours	6.00	0.00
tblOffRoadEquipment	UsageHours	8.00	0.00
tblOffRoadEquipment	UsageHours	6.00	0.00
tblOffRoadEquipment	UsageHours	8.00	0.00
tblOffRoadEquipment	UsageHours	7.00	0.00
tblOffRoadEquipment	UsageHours	8.00	0.00
tblOffRoadEquipment	UsageHours	6.00	0.00
tblOffRoadEquipment	UsageHours	7.00	0.00
tblOffRoadEquipment	UsageHours	6.00	0.90
tblOffRoadEquipment	UsageHours	8.00	0.00
tblOffRoadEquipment	UsageHours	7.00	0.50

tblOffRoadEquipment	UsageHours	8.00	0.00
tblOffRoadEquipment	UsageHours	8.00	0.00
tblOffRoadEquipment	UsageHours	8.00	0.00
tblProjectCharacteristics	CO2IntensityFactor	641.35	210
tblProjectCharacteristics	UrbanizationLevel	Urban	Rural
tblTripsAndVMT	HaulingTripLength	20.00	25.00
tblTripsAndVMT	HaulingTripLength	20.00	25.00
tblTripsAndVMT	HaulingTripNumber	0.00	15,320.00
tblTripsAndVMT	HaulingTripNumber	0.00	4,400.00
tblTripsAndVMT	VendorTripLength	6.60	7.30
tblTripsAndVMT	VendorTripLength	6.60	25.00
tblTripsAndVMT	VendorTripLength	6.60	7.30
tblTripsAndVMT	VendorTripLength	6.60	7.30
tblTripsAndVMT	VendorTripLength	6.60	7.30
tblTripsAndVMT	VendorTripLength	6.60	25.00
tblTripsAndVMT	VendorTripNumber	0.00	9.00
tblTripsAndVMT	VendorTripNumber	0.00	17.00
tblTripsAndVMT	WorkerTripLength	10.80	12.50
tblTripsAndVMT	WorkerTripLength	10.80	1.25
tblTripsAndVMT	WorkerTripNumber	35.00	260.00
tblTripsAndVMT	WorkerTripNumber	0.00	260.00
tblVehicleTrips	CC_TL	6.60	7.30
tblVehicleTrips	CC_TTP	28.00	0.00
tblVehicleTrips	CNW_TL	6.60	7.30
tblVehicleTrips	CNW_TTP	13.00	0.00
tblVehicleTrips	CW_TL	14.70	25.00
tblVehicleTrips	CW_TTP	59.00	100.00
tblVehicleTrips	DV_TP	5.00	0.00
tblVehicleTrips	PB_TP	3.00	0.00
tblVehicleTrips	PR_TP	92.00	100.00
tblVehicleTrips	ST_TR	1.32	7.87
tblVehicleTrips	SU_TR	0.68	7.87
tblVehicleTrips	WD_TR	6.97	7.87

2.0 Emissions Summary

2.1 Overall Construction

Unmitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2022	0.1342	1.6479	1.006	6.45E-03	0.3127	0.0192	0.3319	0.083	0.0178	0.1008	0	607.9993	607.9993	0.0449	0	609.1215
2023	0.1694	1.6482	1.3254	8.16E-03	0.3766	0.0275	0.404	0.0999	0.0253	0.1253	0	765.7384	765.7384	0.0694	0	767.4728
2024	0.121	1.111	0.8993	4.80E-03	0.1226	0.0251	0.1477	0.0337	0.0231	0.0568	0	445.5049	445.5049	0.0594	0	446.9911
2025	0.049	0.4391	0.3704	2.04E-03	0.0724	9.41E-03	0.0818	0.0193	8.67E-03	0.028	0	189.2598	189.2598	0.0254	0	189.8937
Maximum	**0.1694**	**1.6482**	**1.3254**	**8.16E-03**	**0.3766**	**0.0275**	**0.404**	**0.0999**	**0.0253**	**0.1253**	**0**	**765.7384**	**765.7384**	**0.0694**	**0**	**767.4728**

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2022	0.1342	1.6479	1.006	6.45E-03	0.3127	0.0192	0.3319	0.083	0.0178	0.1008	0	607.9992	607.9992	0.0449	0	609.1214

2023	0.1694	1.6482	1.3254	8.16E-03	0.3766	0.0275	0.404	0.0999	0.0253	0.1253	0	765.7382	765.7382	0.0694	0	767.4726
2024	0.121	1.111	0.8993	4.80E-03	0.1226	0.0251	0.1477	0.0337	0.0231	0.0568	0	445.5047	445.5047	0.0594	0	446.9909
2025	0.049	0.4391	0.3704	2.04E-03	0.0724	9.41E-03	0.0818	0.0193	8.67E-03	0.028	0	189.2597	189.2597	0.0254	0	189.8936
Maximum	**0.1694**	**1.6482**	**1.3254**	**8.16E-03**	**0.3766**	**0.0275**	**0.404**	**0.0999**	**0.0253**	**0.1253**	**0**	**765.7382**	**765.7382**	**0.0694**	**0**	**767.4726**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

Quarter	Start Date	End Date	Maximum Unmitigated ROG + NOX (tons/quarter)	Maximum Mitigated ROG + NOX (tons/quarter)
1	7-1-2022	9-30-2022	0.8793	0.8793
2	10-1-2022	12-31-2022	0.9024	0.9024
3	1-1-2023	3-31-2023	0.6328	0.6328
4	4-1-2023	6-30-2023	0.5498	0.5498
5	7-1-2023	9-30-2023	0.3212	0.3212
6	10-1-2023	12-31-2023	0.3235	0.3235
7	1-1-2024	3-31-2024	0.3066	0.3066
8	4-1-2024	6-30-2024	0.3044	0.3044
9	7-1-2024	9-30-2024	0.3077	0.3077
10	10-1-2024	12-31-2024	0.3100	0.3100
11	1-1-2025	3-31-2025	0.2810	0.2810
12	4-1-2025	6-30-2025	0.2045	0.2045
		Highest	0.9024	0.9024

2.2 Overall Operational

Unmitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area	4.43E-03	0	1.00E-05	0		0	0		0	0	0	2.00E-05	2.00E-05	0	0	2.00E-05
Energy	1.10E-04	1.02E-03	8.60E-04	1.00E-05		8.00E-05	8.00E-05		8.00E-05	8.00E-05	0	1.9539	1.9539	1.40E-04	4.00E-05	1.9705
Mobile	8.31E-03	0.2442	0.0901	1.25E-03	0.0303	4.90E-04	0.0308	8.34E-03	4.70E-04	8.81E-03	0	121.4517	121.4517	5.04E-03	0	121.5778
Waste						0	0		0	0	0.2517	0	0.2517	0.0149	0	0.6236
Water						0	0		0	0	0.0734	0.1192	0.1926	7.55E-03	1.80E-04	0.4354
Total	**0.0129**	**0.2452**	**0.091**	**1.26E-03**	**0.0303**	**5.70E-04**	**0.0309**	**8.34E-03**	**5.50E-04**	**8.89E-03**	**0.3251**	**123.5248**	**123.8499**	**0.0276**	**2.20E-04**	**124.6074**

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area	4.4300e-003	0.0000	1.0000e-005	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	2.0000e-005	2.0000e-005	0.0000	0.0000	2.0000e-005
Energy	1.1000e-004	1.0200e-003	8.6000e-004	1.0000e-005		8.0000e-005	8.0000e-005		8.0000e-005	8.0000e-005	0.0000	1.9539	1.9539	1.4000e-004	4.0000e-005	1.9705
Mobile	8.3100e-003	0.2442	0.0901	1.2500e-003	0.0303	4.9000e-004	0.0308	8.3400e-003	4.7000e-004	8.8100e-003	0.0000	121.4517	121.4517	5.0400e-003	0.0000	121.5778
Waste						0.0000	0.0000		0.0000	0.0000	0.2517	0.0000	0.2517	0.0149	0.0000	0.6236
Water						0.0000	0.0000		0.0000	0.0000	0.0734	0.1192	0.1926	7.5500e-003	1.8000e-004	0.4354
Total	**0.0129**	**0.2452**	**0.0910**	**1.2600e-003**	**0.0303**	**5.7000e-004**	**0.0309**	**8.3400e-003**	**5.5000e-004**	**8.8900e-003**	**0.3251**	**123.5248**	**123.8499**	**0.0276**	**2.2000e-004**	**124.6074**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

3.0 Construction Detail

Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Demolition	Demolition	7/1/2022	6/30/2022	5	0	
2	Phase 1 - Earthwork and Sitework for Structures	Grading	7/1/2022	6/19/2023	5	252	
3	Site Preparation	Site Preparation	7/15/2022	7/14/2022	5	0	
4	Paving	Paving	12/7/2022	12/6/2022	5	0	
5	Architectural Coating	Architectural Coating	12/14/2022	12/13/2022	5	0	
6	Phase 2 - Facility Construction	Building Construction	7/1/2023	6/5/2025	5	504	

Acres of Grading (Site Preparation Phase): 0.5

Acres of Grading (Grading Phase): 0

Acres of Paving: 0

Residential Indoor: 0; Residential Outdoor: 0; Non-Residential Indoor: 1,500; Non-Residential Outdoor: 500; Striped Parking Area: 0

OffRoad Equipment

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Demolition	Concrete/Industrial Saws	0	0.00	81	0.73
Demolition	Rubber Tired Dozers	0	0.00	247	0.40
Demolition	Tractors/Loaders/Backhoes	0	0.00	97	0.37
Phase 1 - Earthwork and Sitework for Structures	Cranes	1	3.00	350	0.29
Phase 1 - Earthwork and Sitework for Structures	Excavators	4	0.70	188	0.38
Phase 1 - Earthwork and Sitework for Structures	Graders	0	0.00	187	0.41
Phase 1 - Earthwork and Sitework for Structures	Off-Highway Trucks	1	0.80	350	0.38
Phase 1 - Earthwork and Sitework for Structures	Off-Highway Trucks	1	8.10	189	0.38
Phase 1 - Earthwork and Sitework for Structures	Other Construction Equipment	1	1.90	250	0.42
Phase 1 - Earthwork and Sitework for Structures	Rollers	2	0.10	95	0.38
Phase 1 - Earthwork and Sitework for Structures	Rubber Tired Dozers	0	0.00	247	0.40
Phase 1 - Earthwork and Sitework for Structures	Tractors/Loaders/Backhoes	4	0.50	105	0.37
Site Preparation	Graders	0	0.00	187	0.41
Site Preparation	Rubber Tired Dozers	0	0.00	247	0.40
Site Preparation	Tractors/Loaders/Backhoes	0	0.00	97	0.37
Paving	Cement and Mortar Mixers	0	0.00	9	0.56
Paving	Pavers	0	0.00	130	0.42
Paving	Paving Equipment	0	0.00	132	0.36
Paving	Rollers	0	0.00	80	0.38
Paving	Tractors/Loaders/Backhoes	0	0.00	97	0.37
Architectural Coating	Air Compressors	0	0.00	78	0.48
Phase 2 - Facility Construction	Cranes	3	1.20	350	0.29
Phase 2 - Facility Construction	Forklifts	0	0.00	89	0.20
Phase 2 - Facility Construction	Generator Sets	0	0.00	84	0.74
Phase 2 - Facility Construction	Graders	1	0.10	173	0.41
Phase 2 - Facility Construction	Off-Highway Trucks	2	1.00	350	0.38
Phase 2 - Facility Construction	Off-Highway Trucks	2	1.40	300	0.38
Phase 2 - Facility Construction	Off-Highway Trucks	1	3.30	189	0.38
Phase 2 - Facility Construction	Paving Equipment	1	0.10	174	0.36
Phase 2 - Facility Construction	Rollers	1	0.50	95	0.38
Phase 2 - Facility Construction	Tractors/Loaders/Backhoes	1	0.90	105	0.37
Phase 2 - Facility Construction	Welders	0	0.00	46	0.45

Trips and VMT

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Demolition	0	0.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Phase 1 - Earthwork and Sitework for Structures	14	260.00	9.00	15,320.00	12.50	25.00	25.00	LD_Mix	HDT_Mix	HHDT
Site Preparation	0	0.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Paving	0	0.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	0	0.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Phase 2 - Facility Construction	12	260.00	17.00	4,400.00	1.25	25.00	25.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

3.2 Demolition - 2022

Phase not used

3.3 Phase 1 - Earthwork and Sitework for Structures - 2022

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					4.0000e-004	0.0000	4.0000e-004	4.0000e-005	0.0000	4.0000e-005	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0400	0.3591	0.2986	9.0000e-004		0.0144	0.0144		0.0132	0.0132	0.0000	78.9021	78.9021	0.0255	0.0000	79.5400
Total	**0.0400**	**0.3591**	**0.2986**	**9.0000e-004**	**4.0000e-004**	**0.0144**	**0.0148**	**4.0000e-005**	**0.0132**	**0.0133**	**0.0000**	**78.9021**	**78.9021**	**0.0255**	**0.0000**	**79.5400**

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0352	1.1354	0.2716	3.7200e-003	0.1428	3.5200e-003	0.1463	0.0375	3.3700e-003	0.0409	0.0000	360.3322	360.3322	0.0155	0.0000	360.7197
Vendor	4.2500e-003	0.1163	0.0314	4.6000e-004	0.0132	3.7000e-004	0.0136	3.8300e-003	3.5000e-004	4.1800e-003	0.0000	44.5643	44.5643	1.2700e-003	0.0000	44.5961
Worker	0.0547	0.0371	0.4044	1.3700e-003	0.1563	9.5000e-004	0.1573	0.0416	8.7000e-004	0.0424	0.0000	124.2007	124.2007	2.6000e-003	0.0000	124.2656
Total	**0.0941**	**1.2887**	**0.7074**	**5.5500e-003**	**0.3123**	**4.8400e-003**	**0.3171**	**0.0829**	**4.5900e-003**	**0.0875**	**0.0000**	**529.0972**	**529.0972**	**0.0194**	**0.0000**	**529.5814**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					4.0000e-004	0.0000	4.0000e-004	4.0000e-005	0.0000	4.0000e-005	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0400	0.3591	0.2986	9.0000e-004		0.0144	0.0144		0.0132	0.0132	0.0000	78.9020	78.9020	0.0255	0.0000	79.5399
Total	**0.0400**	**0.3591**	**0.2986**	**9.0000e-004**	**4.0000e-004**	**0.0144**	**0.0148**	**4.0000e-005**	**0.0132**	**0.0133**	**0.0000**	**78.9020**	**78.9020**	**0.0255**	**0.0000**	**79.5399**

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0352	1.1354	0.2716	3.7200e-003	0.1428	3.5200e-003	0.1463	0.0375	3.3700e-003	0.0409	0.0000	360.3322	360.3322	0.0155	0.0000	360.7197
Vendor	4.2500e-003	0.1163	0.0314	4.6000e-004	0.0132	3.7000e-004	0.0136	3.8300e-003	3.5000e-004	4.1800e-003	0.0000	44.5643	44.5643	1.2700e-003	0.0000	44.5961
Worker	0.0547	0.0371	0.4044	1.3700e-003	0.1563	9.5000e-004	0.1573	0.0416	8.7000e-004	0.0424	0.0000	124.2007	124.2007	2.6000e-003	0.0000	124.2656

Total	**0.0941**	**1.2887**	**0.7074**	**5.5500e-003**	**0.3123**	**4.8400e-003**	**0.3171**	**0.0829**	**4.5900e-003**	**0.0875**	**0.0000**	**529.0972**	**529.0972**	**0.0194**	**0.0000**	**529.5814**

3.3 Phase 1 - Earthwork and Sitework for Structures - 2023

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					4.0000e-004	0.0000	4.0000e-004	4.0000e-005	0.0000	4.0000e-005	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0349	0.2940	0.2667	8.3000e-004		0.0118	0.0118		0.0109	0.0109	0.0000	72.8848	72.8848	0.0236	0.0000	73.4741
Total	**0.0349**	**0.2940**	**0.2667**	**8.3000e-004**	**4.0000e-004**	**0.0118**	**0.0122**	**4.0000e-005**	**0.0109**	**0.0109**	**0.0000**	**72.8848**	**72.8848**	**0.0236**	**0.0000**	**73.4741**

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0222	0.6746	0.2285	3.3000e-003	0.1411	1.3300e-003	0.1425	0.0369	1.2700e-003	0.0382	0.0000	320.0075	320.0075	0.0130	0.0000	320.3333
Vendor	2.8900e-003	0.0729	0.0261	4.2000e-004	0.0122	1.5000e-004	0.0124	3.5300e-003	1.4000e-004	3.6700e-003	0.0000	40.0538	40.0538	1.0600e-003	0.0000	40.0804
Worker	0.0474	0.0308	0.3438	1.2200e-003	0.1444	8.6000e-004	0.1452	0.0384	7.9000e-004	0.0392	0.0000	110.3609	110.3609	2.1500e-003	0.0000	110.4146
Total	**0.0724**	**0.7784**	**0.5984**	**4.9400e-003**	**0.2977**	**2.3400e-003**	**0.3001**	**0.0789**	**2.2000e-003**	**0.0811**	**0.0000**	**470.4222**	**470.4222**	**0.0162**	**0.0000**	**470.8283**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					4.0000e-004	0.0000	4.0000e-004	4.0000e-005	0.0000	4.0000e-005	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0349	0.2940	0.2667	8.3000e-004		0.0118	0.0118		0.0109	0.0109	0.0000	72.8847	72.8847	0.0236	0.0000	73.4740
Total	**0.0349**	**0.2940**	**0.2667**	**8.3000e-004**	**4.0000e-004**	**0.0118**	**0.0122**	**4.0000e-005**	**0.0109**	**0.0109**	**0.0000**	**72.8847**	**72.8847**	**0.0236**	**0.0000**	**73.4740**

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0222	0.6746	0.2285	3.3000e-003	0.1411	1.3300e-003	0.1425	0.0369	1.2700e-003	0.0382	0.0000	320.0075	320.0075	0.0130	0.0000	320.3333
Vendor	2.8900e-003	0.0729	0.0261	4.2000e-004	0.0122	1.5000e-004	0.0124	3.5300e-003	1.4000e-004	3.6700e-003	0.0000	40.0538	40.0538	1.0600e-003	0.0000	40.0804
Worker	0.0474	0.0308	0.3438	1.2200e-003	0.1444	8.6000e-004	0.1452	0.0384	7.9000e-004	0.0392	0.0000	110.3609	110.3609	2.1500e-003	0.0000	110.4146
Total	**0.0724**	**0.7784**	**0.5984**	**4.9400e-003**	**0.2977**	**2.3400e-003**	**0.3001**	**0.0789**	**2.2000e-003**	**0.0811**	**0.0000**	**470.4222**	**470.4222**	**0.0162**	**0.0000**	**470.8283**

3.4 Site Preparation - 2022

Phase not used

3.5 Paving - 2022

Phase not used

3.6 Architectural Coating - 2022

Phase not used

3.7 Phase 2 - Facility Construction - 2023

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0376	0.3172	0.2837	8.8000e-004		0.0127	0.0127		0.0116	0.0116	0.0000	77.1409	77.1409	0.0250	0.0000	77.7646
Total	**0.0376**	**0.3172**	**0.2837**	**8.8000e-004**		**0.0127**	**0.0127**		**0.0116**	**0.0116**	**0.0000**	**77.1409**	**77.1409**	**0.0250**	**0.0000**	**77.7646**

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	3.4200e-003	0.1041	0.0353	5.1000e-004	0.0379	2.0000e-004	0.0381	9.6700e-003	2.0000e-004	9.8600e-003	0.0000	49.3722	49.3722	2.0100e-003	0.0000	49.4224
Vendor	5.8700e-003	0.1480	0.0529	8.5000e-004	0.0248	3.0000e-004	0.0251	7.1700e-003	2.8000e-004	7.4500e-003	0.0000	81.2847	81.2847	2.1500e-003	0.0000	81.3385
Worker	0.0152	6.5400e-003	0.0884	1.6000e-004	0.0157	1.8000e-004	0.0158	4.1800e-003	1.6000e-004	4.3500e-003	0.0000	14.6337	14.6337	4.5000e-004	0.0000	14.6450
Total	**0.0245**	**0.2586**	**0.1766**	**1.5200e-003**	**0.0784**	**6.8000e-004**	**0.0791**	**0.0210**	**6.4000e-004**	**0.0217**	**0.0000**	**145.2905**	**145.2905**	**4.6100e-003**	**0.0000**	**145.4059**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0376	0.3172	0.2837	8.8000e-004		0.0127	0.0127		0.0116	0.0116	0.0000	77.1408	77.1408	0.0250	0.0000	77.7645
Total	**0.0376**	**0.3172**	**0.2837**	**8.8000e-004**		**0.0127**	**0.0127**		**0.0116**	**0.0116**	**0.0000**	**77.1408**	**77.1408**	**0.0250**	**0.0000**	**77.7645**

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	3.4200e-003	0.1041	0.0353	5.1000e-004	0.0379	2.0000e-004	0.0381	9.6700e-003	2.0000e-004	9.8600e-003	0.0000	49.3722	49.3722	2.0100e-003	0.0000	49.4224
Vendor	5.8700e-003	0.1480	0.0529	8.5000e-004	0.0248	3.0000e-004	0.0251	7.1700e-003	2.8000e-004	7.4500e-003	0.0000	81.2847	81.2847	2.1500e-003	0.0000	81.3385
Worker	0.0152	6.5400e-003	0.0884	1.6000e-004	0.0157	1.8000e-004	0.0158	4.1800e-003	1.6000e-004	4.3500e-003	0.0000	14.6337	14.6337	4.5000e-004	0.0000	14.6450
Total	**0.0245**	**0.2586**	**0.1766**	**1.5200e-003**	**0.0784**	**6.8000e-004**	**0.0791**	**0.0210**	**6.4000e-004**	**0.0217**	**0.0000**	**145.2905**	**145.2905**	**4.6100e-003**	**0.0000**	**145.4059**

3.7 Phase 2 - Facility Construction - 2024

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0741	0.6007	0.5603	1.7700e-003		0.0238	0.0238		0.0219	0.0219	0.0000	155.4555	155.4555	0.0503	0.0000	156.7124
Total	**0.0741**	**0.6007**	**0.5603**	**1.7700e-003**		**0.0238**	**0.0238**		**0.0219**	**0.0219**	**0.0000**	**155.4555**	**155.4555**	**0.0503**	**0.0000**	**156.7124**

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	6.8200e-003	0.2051	0.0714	1.0200e-003	0.0410	4.1000e-004	0.0414	0.0108	3.9000e-004	0.0112	0.0000	98.7832	98.7832	4.0500e-003	0.0000	98.8844
Vendor	0.0116	0.2934	0.1041	1.7000e-003	0.0500	5.9000e-004	0.0506	0.0145	5.6000e-004	0.0150	0.0000	162.9197	162.9197	4.3000e-003	0.0000	163.0273
Worker	0.0284	0.0118	0.1635	3.1000e-004	0.0316	3.6000e-004	0.0319	8.4300e-003	3.3000e-004	8.7600e-003	0.0000	28.3467	28.3467	8.1000e-004	0.0000	28.3670

Total	**0.0468**	**0.5103**	**0.3390**	**3.0300e-003**	**0.1226**	**1.3600e-003**	**0.1240**	**0.0337**	**1.2800e-003**	**0.0350**	**0.0000**	**290.0495**	**290.0495**	**9.1600e-003**	**0.0000**	**290.2787**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0741	0.6007	0.5603	1.7700e-003		0.0238	0.0238		0.0219	0.0219	0.0000	155.4553	155.4553	0.0503	0.0000	156.7122
Total	**0.0741**	**0.6007**	**0.5603**	**1.7700e-003**		**0.0238**	**0.0238**		**0.0219**	**0.0219**	**0.0000**	**155.4553**	**155.4553**	**0.0503**	**0.0000**	**156.7122**

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	6.8200e-003	0.2051	0.0714	1.0200e-003	0.0410	4.1000e-004	0.0414	0.0108	3.9000e-004	0.0112	0.0000	98.7832	98.7832	4.0500e-003	0.0000	98.8844
Vendor	0.0116	0.2934	0.1041	1.7000e-003	0.0500	5.9000e-004	0.0506	0.0145	5.6000e-004	0.0150	0.0000	162.9197	162.9197	4.3000e-003	0.0000	163.0273
Worker	0.0284	0.0118	0.1635	3.1000e-004	0.0316	3.6000e-004	0.0319	8.4300e-003	3.3000e-004	8.7600e-003	0.0000	28.3467	28.3467	8.1000e-004	0.0000	28.3670
Total	**0.0468**	**0.5103**	**0.3390**	**3.0300e-003**	**0.1226**	**1.3600e-003**	**0.1240**	**0.0337**	**1.2800e-003**	**0.0350**	**0.0000**	**290.0495**	**290.0495**	**9.1600e-003**	**0.0000**	**290.2787**

3.7 Phase 2 - Facility Construction - 2025

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0300	0.2258	0.2319	7.6000e-004		8.8400e-003	8.8400e-003		8.1300e-003	8.1300e-003	0.0000	66.4355	66.4355	0.0215	0.0000	66.9726
Total	**0.0300**	**0.2258**	**0.2319**	**7.6000e-004**		**8.8400e-003**	**8.8400e-003**		**8.1300e-003**	**8.1300e-003**	**0.0000**	**66.4355**	**66.4355**	**0.0215**	**0.0000**	**66.9726**

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	2.8900e-003	0.0856	0.0307	4.3000e-004	0.0375	1.7000e-004	0.0377	9.5200e-003	1.6000e-004	9.6800e-003	0.0000	41.9276	41.9276	1.7300e-003	0.0000	41.9709
Vendor	4.8400e-003	0.1232	0.0437	7.2000e-004	0.0214	2.5000e-004	0.0216	6.1800e-003	2.4000e-004	6.4200e-003	0.0000	69.2644	69.2644	1.8300e-003	0.0000	69.3101
Worker	0.0113	4.5400e-003	0.0642	1.3000e-004	0.0135	1.5000e-004	0.0136	3.6000e-003	1.4000e-004	3.7400e-003	0.0000	11.6323	11.6323	3.1000e-004	0.0000	11.6401
Total	**0.0191**	**0.2133**	**0.1386**	**1.2800e-003**	**0.0724**	**5.7000e-004**	**0.0730**	**0.0193**	**5.4000e-004**	**0.0198**	**0.0000**	**122.8243**	**122.8243**	**3.8700e-003**	**0.0000**	**122.9211**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0300	0.2258	0.2319	7.6000e-004		8.8400e-003	8.8400e-003		8.1300e-003	8.1300e-003	0.0000	66.4354	66.4354	0.0215	0.0000	66.9725
Total	**0.0300**	**0.2258**	**0.2319**	**7.6000e-004**		**8.8400e-003**	**8.8400e-003**		**8.1300e-003**	**8.1300e-003**	**0.0000**	**66.4354**	**66.4354**	**0.0215**	**0.0000**	**66.9725**

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	2.8900e-003	0.0856	0.0307	4.3000e-004	0.0375	1.7000e-004	0.0377	9.5200e-003	1.6000e-004	9.6800e-003	0.0000	41.9276	41.9276	1.7300e-003	0.0000	41.9709

Vendor	4.8400e-003	0.1232	0.0437	7.2000e-004	0.0214	2.5000e-004	0.0216	6.1800e-003	2.4000e-004	6.4200e-003	0.0000	69.2644	69.2644	1.8300e-003	0.0000	69.3101
Worker	0.0113	4.5400e-003	0.0642	1.3000e-004	0.0135	1.5000e-004	0.0136	3.6000e-003	1.4000e-004	3.7400e-003	0.0000	11.6323	11.6323	3.1000e-004	0.0000	11.6401
Total	**0.0191**	**0.2133**	**0.1386**	**1.2800e-003**	**0.0724**	**5.7000e-004**	**0.0730**	**0.0193**	**5.4000e-004**	**0.0198**	**0.0000**	**122.8243**	**122.8243**	**3.8700e-003**	**0.0000**	**122.9211**

4.0 Operational Detail - Mobile

4.1 Mitigation Measures Mobile

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated	8.3100e-003	0.2442	0.0901	1.2500e-003	0.0303	4.9000e-004	0.0308	8.3400e-003	4.7000e-004	8.8100e-003	0.0000	121.4517	121.4517	5.0400e-003	0.0000	121.5778
Unmitigated	8.3100e-003	0.2442	0.0901	1.2500e-003	0.0303	4.9000e-004	0.0308	8.3400e-003	4.7000e-004	8.8100e-003	0.0000	121.4517	121.4517	5.0400e-003	0.0000	121.5778

4.2 Trip Summary Information

	Average Daily Trip Rate			Unmitigated	Mitigated
Land Use	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
General Light Industry	7.87	7.87	7.87	71,617	71,617
Total	7.87	7.87	7.87	71,617	71,617

4.3 Trip Type Information

	Miles			Trip %			Trip Purpose %		
Land Use	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
General Light Industry	25.00	7.30	7.30	100.00	0.00	0.00	100	0	0

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
General Light Industry	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	1.000000	0.000000	0.000000	0.000000	0.000000	0.000000

5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

Operational energy use estimated separately

5.2 Energy by Land Use - NaturalGas

No operational natural gas use

5.3 Energy by Land Use - Electricity

Operational electricity use estimated separately

6.0 Area Detail

No area sources

6.1 Mitigation Measures Area

No area sources

6.2 Area by SubCategory

No area sources

7.0 Water Detail

No operational water use

7.1 Mitigation Measures Water

No operational water use

7.2 Water by Land Use

No operational water use

8.0 Waste Detail

No operational waste generated

8.1 Mitigation Measures Waste

No operational waste generated

8.2 Waste by Land Use

No operational waste generated

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type

10.0 Stationary Equipment

Fire Pumps and Emergency Generators

Emissions from emergency generator estimated separately

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type

Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type

User Defined Equipment

Equipment Type	Number

11.0 Vegetation

CalEEMod INPUTS FOR CONSTRUCTION AND OPERATION

Construction Schedule

	Schedule Provided			Schedule Used in CalEEMod		
Construction Phase	**Start**	**End**	**Number of Workdays**	**Start**	**End**	**Number of Workdays**
Phase 1: Earthwork and Site Work for Structures	Jul-22	Jul-23	252	7/1/2022	6/19/2023	252
Phase 2: Facility Construction	Jul-23	Jul-25	504	7/1/2023	6/5/2025	504

Construction Vehicle Trips

Construction Phase	**Workdays**	**Workers/day**	**Worker trips/day**	**Material delivery trips/day**	**Off-haul trips/day**	**Fill trips/day**	**Haul trips/phase**
Phase 1: Earthwork and Site Work for Structures	252	130	260	9	53	8	15320
Phase 2: Facility Construction	504	130	260	17	9	0	4400

Construction Trip Lengths

Trip Type	**miles/one-way trip**
Worker commute	12.5
Fill/Off-haul trips	25
Material delivery trips	25

Operational Trips	**one-way trips/month**	**miles/one-way trip**
Chemical Deliveries	84	25
Residuals Hauling	152	25
Total	236	

CONSTRUCTION EQUIPMENT AND ACTIVITY LEVEL

Equipment	Number	Avg Operation, Hrs/Day	Total Work Days	Assumption (hp)	Adjusted hrs/day
Phase 1: Earthwork and Site Work for Structures					
Excavator	4	6	29	188	0.7
Dozer/Loader	4	6	22	105	0.5
Roller	2	6	3	95	0.1
Hauling On Site	1	6	32	350	0.8
Hauling Off Site	1	6	223	350	5.3
Crawler Crane/RT Crane	1	6	126	350	3.0
Pile Drivers	1	6	80	250	1.9
Water Truck	1	8	255	189	8.1
Phase 2: Facility Construction					
Dozer/Loader	1	6	79	105	0.9
Grader	1	6	10	173	0.1
Roller	1	6	38	95	0.5
Hauling On Site	2	6	81	350	1.0
Hauling Off Site	2	6	43	350	0.5
Concrete Truck	2	6	121	300	1.4
Paving Equipment	1	6	3	174	0.0
Crawler Crane/RT Crane	3	6	98	350	1.2
Water Truck	1	8	210	189	3.3

EMISSIONS SUMMARIES

CONSTRUCTION EMISSIONS - Criteria Air Pollutants

Construction Year	No. of Construction Days	Tons over Construction Period				Average Pounds per day			
		ROG	NOx	Exhaust PM-10	Exhaust PM-2.5	ROG	NOx	Exhaust PM-10	Exhaust PM-2.5
2022	131	0.13	1.65	0.02	0.02	2.0	25.2	0.3	0.3
2023	251	0.17	1.65	0.03	0.03	1.3	13.1	0.2	0.2
2024	262	0.12	1.11	0.03	0.02	0.9	8.5	0.2	0.2
2025	112	0.05	0.44	0.01	0.01	0.9	7.8	0.2	0.2
Project Total	756	0.47	4.85	0.08	0.07	1.3	12.8	0.2	0.2

CONSTRUCTION EMISSIONS - GHG (metric tons)

Construction Year	CO_2	CH_4	N_2O	CO_2e
2022	608.0	0.04	0.0	609.1
2023	765.7	0.07	0.0	767.5
2024	445.5	0.06	0.0	447.0
2025	189.3	0.03	0.0	189.9
Project Total	2008.5	0.20	0.0	2013.5
Life of project (years)				30
Ave. annual emissions (tons/year)				67.0

OPERATIONAL EMISSIONS - Criteria Air Pollutants

Source	Annual (tons/year)				Average Pounds per day			
	ROG	NOx	Total PM-10	Total PM-2.5	ROG	NOx	Total PM-10	Total PM-2.5
Truck Trips	0.01	0.24	0.03	0.01	0.05	1.3	0.2	0.05
Generator	0.02	0.31	0.02	0.02	0.1	1.7	0.1	0.1
Project Total	0.02	0.56	0.05	0.02	0.1	3.0	0.3	0.1

OPERATIONAL EMISSIONS - GHG (metric tons per year)

Source	CO_2	CH_4	N_2O	CO_2e
Delivery trucks	121.5	0.005	0.000	121.6
Generator				71.2
Increased energy demand				0.1
Project Operational Total				192.9
Amortized construction emissions				67.0
PROJECT TOTAL				259.8

Operational GHG emissions from increased energy use

	CO_2	CH_4	N_2O
Emission Factor[1] (lb/MWh)	210	0.034	0.004
Project annual energy demand (MWh/year)	1	1	1
Conversion from lbs to metric tons	0.000453592	0.000453592	0.000453592
GHG emissions (metric tons/year)	0.1	0.0000	0.0000
GWP[2]	1	25	298
GHG emissions as CO_2e (metric tons/year)	0.1	0.0	0.0
Total GHG emissions as CO_2e (metric tons/year)	0.1		

NOTES:

1. Source for GHG emission factors: https://www.epa.gov/sites/production/files/2020-01/documents/egrid2018_summary_tables.pdf, http://www.pgecorp.com/corp_responsibility/reports/2019/assets/PGE_CRSR_2019.pdf

2. Source for GWP: https://www.arb.ca.gov/cc/inventory/background/gwp.htm

EMERGENCY GENERATOR EMISSIONS

Conversion Factors

HP/kW	1.3410	
lb/g	0.0022	
lb/ton	2,000	
Metric ton/ton	0.90719	
PM_{10} Fraction of Total PM	0.960	Table A - Updated CEIDARS Table with PM2.5 Fractions, INTERNAL COMBUSTION - DISTILLATE AND DIESEL-ELECTRIC GENERATION
$PM_{2.5}$ Fraction of Total PM	0.937	Table A - Updated CEIDARS Table with PM2.5 Fractions, INTERNAL COMBUSTION - DISTILLATE AND DIESEL-ELECTRIC GENERATION
CO_2 kg/gal	10.21	Climate Registry, Table 13.1: https://www.theclimateregistry.org/wp-content/uploads/2014/11/2016-Climate-Registry-Default-Emission-Factors.pdf
CH_4 g/gal	0.58	Climate Registry, Table 13.7: https://www.theclimateregistry.org/wp-content/uploads/2014/11/2016-Climate-Registry-Default-Emission-Factors.pdf
N_2O g/gal	0.26	Climate Registry, Table 13.7: https://www.theclimateregistry.org/wp-content/uploads/2014/11/2016-Climate-Registry-Default-Emission-Factors.pdf
GWP CH_4	25	IPCC AR4, https://ww2.arb.ca.gov/ghg-gwps
GWP N_2O	298	IPCC AR4, https://ww2.arb.ca.gov/ghg-gwps
CO_2e g/gal	10,302	
CO_2 g/gal	10,210	
CO_2/CO_2e	0.9911	

Generator Rating:	2,000	kW	*(Source: Project Description)*
	2,682	HP	*(based on conservative engineering assumptions; conversion from kW to hp)*
Load Factor:	0.74		*(based on CalEEMod Generator Set Load Factor)*
Engine Emissions Tier:			*(compliance with CARB diesel regulations)*
Operating Hours per Unit:	50	hours/year	
	1.00	hours/day - maximum	
	0.14	hours/day - average	

Units	Criteria Pollutants [1, 2]					Greenhouse Gases [3]	
	VOC	NO_X	CO	PM_{10}	$PM_{2.5}$	CO_2	CO_2e
g/kW-hr	—	—	3.50	—	—	—	—
g/HP-hr	0.15	2.85	2.61	0.1440	0.1406	526.17	530.91
lbs/hr	0.66	12.47	11.42	0.63	0.61	3111.12	3,139.15
lbs/day(maximum daily)	0.66	12.47	11.42	0.63	0.61	3111.12	3139.15
lbs/day (average daily)	**0.09**	**1.71**	**1.56**	**0.09**	**0.08**	**426.18**	430.02
lbs/yr	32.82	623.50	570.99	31.50	30.75	155,556.00	156,957.38
tons/yr	0.02	0.31	0.29	0.016	0.015	77.78	78.48
metric tons/yr	—	—	—	—	—	**70.56**	**71.19**

Notes:

1. Emission factors for VOC and NOX: ARB 2011 Final Regulation Order for the ATCM for stationary engines, Table 1, Model year 2008+: https://www.arb.ca.gov/regact/2010/atcm2010/finalregorder.pdf; Policy: CARB Emission Factors for CI Diesel Engines – Percent HC in Relation to NMHC + NOx: http://www.baaqmd.gov/~/media/Files/Engineering/policy_and_procedures/Engines/EmissionFactorsforDieselEngines.ashx
2. Emission factors for CO, PM_{10}, and $PM_{2.5}$: ARB 2011 Final Regulation Order for the ATCM for stationary engines, Table 1, Model year 2008+: https://www.arb.ca.gov/regact/2010/atcm2010/finalregorder.pdf
3. Emission factor for CO_2: U.S. Environmental Protection Agency, AP-42 Compilation of Air Pollutant Emission Factors, Fifth Edition, Section 3.4, Table 3.4-1. Emissions of GHGs assume 99.11% of the CO_2e emissions occur as CO_2, based on Climate Registry emission factors as referenced above.

Sunnyvale Secondary Project

Santa Clara County, Annual

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
General Light Industry	1.00	1000sqft	1.00	1,000.00	0

1.2 Other Project Characteristics

Urbanization	Rural	**Wind Speed (m/s)**	2.2	**Precipitation Freq (Days)**	58
Climate Zone	3			**Operational Year**	2026
Utility Company	Pacific Gas & Electric Company				
CO2 Intensity (lb/MWhr)	210	**CH4 Intensity (lb/MWhr)**	0.029	**N2O Intensity (lb/MWhr)**	0.006

1.3 User Entered Comments & Non-Default Data

Project Characteristics - <http://www.pgecorp.com/corp_responsibility/reports/2019/assets/PGE_CRSR_2019.pdf>

Land Use - Unit areas assumed

Construction Phase - Project schedule

Off-road Equipment - Phase not used

Off-road Equipment - Phase not used

Off-road Equipment - Phase not used

Off-road Equipment - Project data

Off-road Equipment - Project data

Off-road Equipment - Phase not used

Trips and VMT - Project data

Vehicle Trips - Operational data. Trip length of operational truck trips assumed to be 25 miles.

Energy Use -

Fleet Mix - All truck trips assumed to be heavy duty trucks

Table Name	Column Name	Default Value	New Value
tblConstructionPhase	NumDays	10.00	0.00
tblConstructionPhase	NumDays	2.00	252.00
tblConstructionPhase	NumDays	1.00	0.00
tblConstructionPhase	NumDays	5.00	0.00
tblConstructionPhase	NumDays	5.00	0.00
tblConstructionPhase	NumDays	100.00	504.00
tblFleetMix	HHD	0.02	1.00
tblFleetMix	LDA	0.62	0.00
tblFleetMix	LDT1	0.03	0.00
tblFleetMix	LDT2	0.18	0.00
tblFleetMix	LHD1	0.01	0.00
tblFleetMix	LHD2	5.0300e-003	0.00
tblFleetMix	MCY	5.2040e-003	0.00
tblFleetMix	MDV	0.10	0.00
tblFleetMix	MH	6.8100e-004	0.00
tblFleetMix	MHD	0.01	0.00
tblFleetMix	OBUS	2.1950e-003	0.00
tblFleetMix	SBUS	6.3800e-004	0.00
tblFleetMix	UBUS	1.5020e-003	0.00

tblGrading	AcresOfGrading	0.00	0.75
tblGrading	AcresOfGrading	0.00	0.50
tblLandUse	LotAcreage	0.02	1.00
tblOffRoadEquipment	HorsePower	231.00	350.00
tblOffRoadEquipment	HorsePower	97.00	105.00
tblOffRoadEquipment	HorsePower	97.00	105.00
tblOffRoadEquipment	HorsePower	231.00	350.00
tblOffRoadEquipment	HorsePower	158.00	188.00
tblOffRoadEquipment	HorsePower	187.00	173.00
tblOffRoadEquipment	HorsePower	402.00	350.00
tblOffRoadEquipment	HorsePower	402.00	189.00
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tblOffRoadEquipment	HorsePower	402.00	300.00
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tblOffRoadEquipment	HorsePower	172.00	250.00
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tblOffRoadEquipment	HorsePower	80.00	95.00
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tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	3.00
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tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	0.00
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tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	0.00
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tblOffRoadEquipment	OffRoadEquipmentUnitAmount	3.00	0.00
tblOffRoadEquipment	UsageHours	6.00	0.00
tblOffRoadEquipment	UsageHours	6.00	0.00
tblOffRoadEquipment	UsageHours	8.00	0.00
tblOffRoadEquipment	UsageHours	6.00	1.20
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tblOffRoadEquipment	UsageHours	6.00	0.00
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tblOffRoadEquipment	UsageHours	6.00	0.00
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tblOffRoadEquipment	UsageHours	7.00	0.00
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tblOffRoadEquipment	UsageHours	7.00	0.00
tblOffRoadEquipment	UsageHours	6.00	0.90
tblOffRoadEquipment	UsageHours	8.00	0.00
tblOffRoadEquipment	UsageHours	7.00	0.50

tblOffRoadEquipment	UsageHours	8.00	0.00
tblOffRoadEquipment	UsageHours	8.00	0.00
tblOffRoadEquipment	UsageHours	8.00	0.00
tblProjectCharacteristics	CO2IntensityFactor	641.35	210
tblProjectCharacteristics	UrbanizationLevel	Urban	Rural
tblTripsAndVMT	HaulingTripLength	20.00	25.00
tblTripsAndVMT	HaulingTripLength	20.00	25.00
tblTripsAndVMT	HaulingTripNumber	0.00	15,320.00
tblTripsAndVMT	HaulingTripNumber	0.00	4,400.00
tblTripsAndVMT	VendorTripLength	6.60	7.30
tblTripsAndVMT	VendorTripLength	6.60	25.00
tblTripsAndVMT	VendorTripLength	6.60	7.30
tblTripsAndVMT	VendorTripLength	6.60	7.30
tblTripsAndVMT	VendorTripLength	6.60	7.30
tblTripsAndVMT	VendorTripLength	6.60	25.00
tblTripsAndVMT	VendorTripNumber	0.00	9.00
tblTripsAndVMT	VendorTripNumber	0.00	17.00
tblTripsAndVMT	WorkerTripLength	10.80	12.50
tblTripsAndVMT	WorkerTripLength	10.80	1.25
tblTripsAndVMT	WorkerTripNumber	35.00	260.00
tblTripsAndVMT	WorkerTripNumber	0.00	260.00
tblVehicleTrips	CC_TL	6.60	7.30
tblVehicleTrips	CC_TTP	28.00	0.00
tblVehicleTrips	CNW_TL	6.60	7.30
tblVehicleTrips	CNW_TTP	13.00	0.00
tblVehicleTrips	CW_TL	14.70	25.00
tblVehicleTrips	CW_TTP	59.00	100.00
tblVehicleTrips	DV_TP	5.00	0.00
tblVehicleTrips	PB_TP	3.00	0.00
tblVehicleTrips	PR_TP	92.00	100.00
tblVehicleTrips	ST_TR	1.32	7.87
tblVehicleTrips	SU_TR	0.68	7.87
tblVehicleTrips	WD_TR	6.97	7.87

2.0 Emissions Summary

2.1 Overall Construction

Unmitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2022	0.1342	1.6479	1.006	6.45E-03	0.3127	0.0192	0.3319	0.083	0.0178	0.1008	0	607.9993	607.9993	0.0449	0	609.1215
2023	0.1694	1.6482	1.3254	8.16E-03	0.3766	0.0275	0.404	0.0999	0.0253	0.1253	0	765.7384	765.7384	0.0694	0	767.4728
2024	0.121	1.111	0.8993	4.80E-03	0.1226	0.0251	0.1477	0.0337	0.0231	0.0568	0	445.5049	445.5049	0.0594	0	446.9911
2025	0.049	0.4391	0.3704	2.04E-03	0.0724	9.41E-03	0.0818	0.0193	8.67E-03	0.028	0	189.2598	189.2598	0.0254	0	189.8937
Maximum	**0.1694**	**1.6482**	**1.3254**	**8.16E-03**	**0.3766**	**0.0275**	**0.404**	**0.0999**	**0.0253**	**0.1253**	**0**	**765.7384**	**765.7384**	**0.0694**	**0**	**767.4728**

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2022	0.1342	1.6479	1.006	6.45E-03	0.3127	0.0192	0.3319	0.083	0.0178	0.1008	0	607.9992	607.9992	0.0449	0	609.1214

2023	0.1694	1.6482	1.3254	8.16E-03	0.3766	0.0275	0.404	0.0999	0.0253	0.1253	0	765.7382	765.7382	0.0694	0	767.4726
2024	0.121	1.111	0.8993	4.80E-03	0.1226	0.0251	0.1477	0.0337	0.0231	0.0568	0	445.5047	445.5047	0.0594	0	446.9909
2025	0.049	0.4391	0.3704	2.04E-03	0.0724	9.41E-03	0.0818	0.0193	8.67E-03	0.028	0	189.2597	189.2597	0.0254	0	189.8936
Maximum	**0.1694**	**1.6482**	**1.3254**	**8.16E-03**	**0.3766**	**0.0275**	**0.404**	**0.0999**	**0.0253**	**0.1253**	**0**	**765.7382**	**765.7382**	**0.0694**	**0**	**767.4726**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

Quarter	Start Date	End Date	Maximum Unmitigated ROG + NOX (tons/quarter)	Maximum Mitigated ROG + NOX (tons/quarter)
1	7-1-2022	9-30-2022	0.8793	0.8793
2	10-1-2022	12-31-2022	0.9024	0.9024
3	1-1-2023	3-31-2023	0.6328	0.6328
4	4-1-2023	6-30-2023	0.5498	0.5498
5	7-1-2023	9-30-2023	0.3212	0.3212
6	10-1-2023	12-31-2023	0.3235	0.3235
7	1-1-2024	3-31-2024	0.3066	0.3066
8	4-1-2024	6-30-2024	0.3044	0.3044
9	7-1-2024	9-30-2024	0.3077	0.3077
10	10-1-2024	12-31-2024	0.3100	0.3100
11	1-1-2025	3-31-2025	0.2810	0.2810
12	4-1-2025	6-30-2025	0.2045	0.2045
		Highest	0.9024	0.9024

2.2 Overall Operational

Unmitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area	4.43E-03	0	1.00E-05	0		0	0		0	0	0	2.00E-05	2.00E-05	0	0	2.00E-05
Energy	1.10E-04	1.02E-03	8.60E-04	1.00E-05		8.00E-05	8.00E-05		8.00E-05	8.00E-05	0	1.9539	1.9539	1.40E-04	4.00E-05	1.9705
Mobile	8.31E-03	0.2442	0.0901	1.25E-03	0.0303	4.90E-04	0.0308	8.34E-03	4.70E-04	8.81E-03	0	121.4517	121.4517	5.04E-03	0	121.5778
Waste						0	0		0	0	0.2517	0	0.2517	0.0149	0	0.6236
Water						0	0		0	0	0.0734	0.1192	0.1926	7.55E-03	1.80E-04	0.4354
Total	**0.0129**	**0.2452**	**0.091**	**1.26E-03**	**0.0303**	**5.70E-04**	**0.0309**	**8.34E-03**	**5.50E-04**	**8.89E-03**	**0.3251**	**123.5248**	**123.8499**	**0.0276**	**2.20E-04**	**124.6074**

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area	4.4300e-003	0.0000	1.0000e-005	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	2.0000e-005	2.0000e-005	0.0000	0.0000	2.0000e-005
Energy	1.1000e-004	1.0200e-003	8.6000e-004	1.0000e-005		8.0000e-005	8.0000e-005		8.0000e-005	8.0000e-005	0.0000	1.9539	1.9539	1.4000e-004	4.0000e-005	1.9705
Mobile	8.3100e-003	0.2442	0.0901	1.2500e-003	0.0303	4.9000e-004	0.0308	8.3400e-003	4.7000e-004	8.8100e-003	0.0000	121.4517	121.4517	5.0400e-003	0.0000	121.5778
Waste						0.0000	0.0000		0.0000	0.0000	0.2517	0.0000	0.2517	0.0149	0.0000	0.6236
Water						0.0000	0.0000		0.0000	0.0000	0.0734	0.1192	0.1926	7.5500e-003	1.8000e-004	0.4354
Total	**0.0129**	**0.2452**	**0.0910**	**1.2600e-003**	**0.0303**	**5.7000e-004**	**0.0309**	**8.3400e-003**	**5.5000e-004**	**8.8900e-003**	**0.3251**	**123.5248**	**123.8499**	**0.0276**	**2.2000e-004**	**124.6074**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

3.0 Construction Detail

Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Demolition	Demolition	7/1/2022	6/30/2022	5	0	
2	Phase 1 - Earthwork and Sitework for Structures	Grading	7/1/2022	6/19/2023	5	252	
3	Site Preparation	Site Preparation	7/15/2022	7/14/2022	5	0	
4	Paving	Paving	12/7/2022	12/6/2022	5	0	
5	Architectural Coating	Architectural Coating	12/14/2022	12/13/2022	5	0	
6	Phase 2 - Facility Construction	Building Construction	7/1/2023	6/5/2025	5	504	

Acres of Grading (Site Preparation Phase): 0.5

Acres of Grading (Grading Phase): 0

Acres of Paving: 0

Residential Indoor: 0; Residential Outdoor: 0; Non-Residential Indoor: 1,500; Non-Residential Outdoor: 500; Striped Parking Area: 0

OffRoad Equipment

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Demolition	Concrete/Industrial Saws	0	0.00	81	0.73
Demolition	Rubber Tired Dozers	0	0.00	247	0.40
Demolition	Tractors/Loaders/Backhoes	0	0.00	97	0.37
Phase 1 - Earthwork and Sitework for Structures	Cranes	1	3.00	350	0.29
Phase 1 - Earthwork and Sitework for Structures	Excavators	4	0.70	188	0.38
Phase 1 - Earthwork and Sitework for Structures	Graders	0	0.00	187	0.41
Phase 1 - Earthwork and Sitework for Structures	Off-Highway Trucks	1	0.80	350	0.38
Phase 1 - Earthwork and Sitework for Structures	Off-Highway Trucks	1	8.10	189	0.38
Phase 1 - Earthwork and Sitework for Structures	Other Construction Equipment	1	1.90	250	0.42
Phase 1 - Earthwork and Sitework for Structures	Rollers	2	0.10	95	0.38
Phase 1 - Earthwork and Sitework for Structures	Rubber Tired Dozers	0	0.00	247	0.40
Phase 1 - Earthwork and Sitework for Structures	Tractors/Loaders/Backhoes	4	0.50	105	0.37
Site Preparation	Graders	0	0.00	187	0.41
Site Preparation	Rubber Tired Dozers	0	0.00	247	0.40
Site Preparation	Tractors/Loaders/Backhoes	0	0.00	97	0.37
Paving	Cement and Mortar Mixers	0	0.00	9	0.56
Paving	Pavers	0	0.00	130	0.42
Paving	Paving Equipment	0	0.00	132	0.36
Paving	Rollers	0	0.00	80	0.38
Paving	Tractors/Loaders/Backhoes	0	0.00	97	0.37
Architectural Coating	Air Compressors	0	0.00	78	0.48
Phase 2 - Facility Construction	Cranes	3	1.20	350	0.29
Phase 2 - Facility Construction	Forklifts	0	0.00	89	0.20
Phase 2 - Facility Construction	Generator Sets	0	0.00	84	0.74
Phase 2 - Facility Construction	Graders	1	0.10	173	0.41
Phase 2 - Facility Construction	Off-Highway Trucks	2	1.00	350	0.38
Phase 2 - Facility Construction	Off-Highway Trucks	2	1.40	300	0.38
Phase 2 - Facility Construction	Off-Highway Trucks	1	3.30	189	0.38
Phase 2 - Facility Construction	Paving Equipment	1	0.10	174	0.36
Phase 2 - Facility Construction	Rollers	1	0.50	95	0.38
Phase 2 - Facility Construction	Tractors/Loaders/Backhoes	1	0.90	105	0.37
Phase 2 - Facility Construction	Welders	0	0.00	46	0.45

Trips and VMT

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Demolition	0	0.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Phase 1 - Earthwork and Sitework for Structures	14	260.00	9.00	15,320.00	12.50	25.00	25.00	LD_Mix	HDT_Mix	HHDT
Site Preparation	0	0.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Paving	0	0.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	0	0.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Phase 2 - Facility Construction	12	260.00	17.00	4,400.00	1.25	25.00	25.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

3.2 Demolition - 2022

Phase not used

3.3 Phase 1 - Earthwork and Sitework for Structures - 2022

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					4.0000e-004	0.0000	4.0000e-004	4.0000e-005	0.0000	4.0000e-005	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0400	0.3591	0.2986	9.0000e-004		0.0144	0.0144		0.0132	0.0132	0.0000	78.9021	78.9021	0.0255	0.0000	79.5400
Total	**0.0400**	**0.3591**	**0.2986**	**9.0000e-004**	**4.0000e-004**	**0.0144**	**0.0148**	**4.0000e-005**	**0.0132**	**0.0133**	**0.0000**	**78.9021**	**78.9021**	**0.0255**	**0.0000**	**79.5400**

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0352	1.1354	0.2716	3.7200e-003	0.1428	3.5200e-003	0.1463	0.0375	3.3700e-003	0.0409	0.0000	360.3322	360.3322	0.0155	0.0000	360.7197
Vendor	4.2500e-003	0.1163	0.0314	4.6000e-004	0.0132	3.7000e-004	0.0136	3.8300e-003	3.5000e-004	4.1800e-003	0.0000	44.5643	44.5643	1.2700e-003	0.0000	44.5961
Worker	0.0547	0.0371	0.4044	1.3700e-003	0.1563	9.5000e-004	0.1573	0.0416	8.7000e-004	0.0424	0.0000	124.2007	124.2007	2.6000e-003	0.0000	124.2656
Total	**0.0941**	**1.2887**	**0.7074**	**5.5500e-003**	**0.3123**	**4.8400e-003**	**0.3171**	**0.0829**	**4.5900e-003**	**0.0875**	**0.0000**	**529.0972**	**529.0972**	**0.0194**	**0.0000**	**529.5814**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					4.0000e-004	0.0000	4.0000e-004	4.0000e-005	0.0000	4.0000e-005	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0400	0.3591	0.2986	9.0000e-004		0.0144	0.0144		0.0132	0.0132	0.0000	78.9020	78.9020	0.0255	0.0000	79.5399
Total	**0.0400**	**0.3591**	**0.2986**	**9.0000e-004**	**4.0000e-004**	**0.0144**	**0.0148**	**4.0000e-005**	**0.0132**	**0.0133**	**0.0000**	**78.9020**	**78.9020**	**0.0255**	**0.0000**	**79.5399**

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0352	1.1354	0.2716	3.7200e-003	0.1428	3.5200e-003	0.1463	0.0375	3.3700e-003	0.0409	0.0000	360.3322	360.3322	0.0155	0.0000	360.7197
Vendor	4.2500e-003	0.1163	0.0314	4.6000e-004	0.0132	3.7000e-004	0.0136	3.8300e-003	3.5000e-004	4.1800e-003	0.0000	44.5643	44.5643	1.2700e-003	0.0000	44.5961
Worker	0.0547	0.0371	0.4044	1.3700e-003	0.1563	9.5000e-004	0.1573	0.0416	8.7000e-004	0.0424	0.0000	124.2007	124.2007	2.6000e-003	0.0000	124.2656

Total	**0.0941**	**1.2887**	**0.7074**	**5.5500e-003**	**0.3123**	**4.8400e-003**	**0.3171**	**0.0829**	**4.5900e-003**	**0.0875**	**0.0000**	**529.0972**	**529.0972**	**0.0194**	**0.0000**	**529.5814**

3.3 Phase 1 - Earthwork and Sitework for Structures - 2023

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					4.0000e-004	0.0000	4.0000e-004	4.0000e-005	0.0000	4.0000e-005	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0349	0.2940	0.2667	8.3000e-004		0.0118	0.0118		0.0109	0.0109	0.0000	72.8848	72.8848	0.0236	0.0000	73.4741
Total	**0.0349**	**0.2940**	**0.2667**	**8.3000e-004**	**4.0000e-004**	**0.0118**	**0.0122**	**4.0000e-005**	**0.0109**	**0.0109**	**0.0000**	**72.8848**	**72.8848**	**0.0236**	**0.0000**	**73.4741**

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0222	0.6746	0.2285	3.3000e-003	0.1411	1.3300e-003	0.1425	0.0369	1.2700e-003	0.0382	0.0000	320.0075	320.0075	0.0130	0.0000	320.3333
Vendor	2.8900e-003	0.0729	0.0261	4.2000e-004	0.0122	1.5000e-004	0.0124	3.5300e-003	1.4000e-004	3.6700e-003	0.0000	40.0538	40.0538	1.0600e-003	0.0000	40.0804
Worker	0.0474	0.0308	0.3438	1.2200e-003	0.1444	8.6000e-004	0.1452	0.0384	7.9000e-004	0.0392	0.0000	110.3609	110.3609	2.1500e-003	0.0000	110.4146
Total	**0.0724**	**0.7784**	**0.5984**	**4.9400e-003**	**0.2977**	**2.3400e-003**	**0.3001**	**0.0789**	**2.2000e-003**	**0.0811**	**0.0000**	**470.4222**	**470.4222**	**0.0162**	**0.0000**	**470.8283**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					4.0000e-004	0.0000	4.0000e-004	4.0000e-005	0.0000	4.0000e-005	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0349	0.2940	0.2667	8.3000e-004		0.0118	0.0118		0.0109	0.0109	0.0000	72.8847	72.8847	0.0236	0.0000	73.4740
Total	**0.0349**	**0.2940**	**0.2667**	**8.3000e-004**	**4.0000e-004**	**0.0118**	**0.0122**	**4.0000e-005**	**0.0109**	**0.0109**	**0.0000**	**72.8847**	**72.8847**	**0.0236**	**0.0000**	**73.4740**

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0222	0.6746	0.2285	3.3000e-003	0.1411	1.3300e-003	0.1425	0.0369	1.2700e-003	0.0382	0.0000	320.0075	320.0075	0.0130	0.0000	320.3333
Vendor	2.8900e-003	0.0729	0.0261	4.2000e-004	0.0122	1.5000e-004	0.0124	3.5300e-003	1.4000e-004	3.6700e-003	0.0000	40.0538	40.0538	1.0600e-003	0.0000	40.0804
Worker	0.0474	0.0308	0.3438	1.2200e-003	0.1444	8.6000e-004	0.1452	0.0384	7.9000e-004	0.0392	0.0000	110.3609	110.3609	2.1500e-003	0.0000	110.4146
Total	**0.0724**	**0.7784**	**0.5984**	**4.9400e-003**	**0.2977**	**2.3400e-003**	**0.3001**	**0.0789**	**2.2000e-003**	**0.0811**	**0.0000**	**470.4222**	**470.4222**	**0.0162**	**0.0000**	**470.8283**

3.4 Site Preparation - 2022

Phase not used

3.5 Paving - 2022

Phase not used

3.6 Architectural Coating - 2022

Phase not used

3.7 Phase 2 - Facility Construction - 2023

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0376	0.3172	0.2837	8.8000e-004		0.0127	0.0127		0.0116	0.0116	0.0000	77.1409	77.1409	0.0250	0.0000	77.7646
Total	**0.0376**	**0.3172**	**0.2837**	**8.8000e-004**		**0.0127**	**0.0127**		**0.0116**	**0.0116**	**0.0000**	**77.1409**	**77.1409**	**0.0250**	**0.0000**	**77.7646**

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	3.4200e-003	0.1041	0.0353	5.1000e-004	0.0379	2.0000e-004	0.0381	9.6700e-003	2.0000e-004	9.8600e-003	0.0000	49.3722	49.3722	2.0100e-003	0.0000	49.4224
Vendor	5.8700e-003	0.1480	0.0529	8.5000e-004	0.0248	3.0000e-004	0.0251	7.1700e-003	2.8000e-004	7.4500e-003	0.0000	81.2847	81.2847	2.1500e-003	0.0000	81.3385
Worker	0.0152	6.5400e-003	0.0884	1.6000e-004	0.0157	1.8000e-004	0.0158	4.1800e-003	1.6000e-004	4.3500e-003	0.0000	14.6337	14.6337	4.5000e-004	0.0000	14.6450
Total	**0.0245**	**0.2586**	**0.1766**	**1.5200e-003**	**0.0784**	**6.8000e-004**	**0.0791**	**0.0210**	**6.4000e-004**	**0.0217**	**0.0000**	**145.2905**	**145.2905**	**4.6100e-003**	**0.0000**	**145.4059**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0376	0.3172	0.2837	8.8000e-004		0.0127	0.0127		0.0116	0.0116	0.0000	77.1408	77.1408	0.0250	0.0000	77.7645
Total	**0.0376**	**0.3172**	**0.2837**	**8.8000e-004**		**0.0127**	**0.0127**		**0.0116**	**0.0116**	**0.0000**	**77.1408**	**77.1408**	**0.0250**	**0.0000**	**77.7645**

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	3.4200e-003	0.1041	0.0353	5.1000e-004	0.0379	2.0000e-004	0.0381	9.6700e-003	2.0000e-004	9.8600e-003	0.0000	49.3722	49.3722	2.0100e-003	0.0000	49.4224
Vendor	5.8700e-003	0.1480	0.0529	8.5000e-004	0.0248	3.0000e-004	0.0251	7.1700e-003	2.8000e-004	7.4500e-003	0.0000	81.2847	81.2847	2.1500e-003	0.0000	81.3385
Worker	0.0152	6.5400e-003	0.0884	1.6000e-004	0.0157	1.8000e-004	0.0158	4.1800e-003	1.6000e-004	4.3500e-003	0.0000	14.6337	14.6337	4.5000e-004	0.0000	14.6450
Total	**0.0245**	**0.2586**	**0.1766**	**1.5200e-003**	**0.0784**	**6.8000e-004**	**0.0791**	**0.0210**	**6.4000e-004**	**0.0217**	**0.0000**	**145.2905**	**145.2905**	**4.6100e-003**	**0.0000**	**145.4059**

3.7 Phase 2 - Facility Construction - 2024

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0741	0.6007	0.5603	1.7700e-003		0.0238	0.0238		0.0219	0.0219	0.0000	155.4555	155.4555	0.0503	0.0000	156.7124
Total	**0.0741**	**0.6007**	**0.5603**	**1.7700e-003**		**0.0238**	**0.0238**		**0.0219**	**0.0219**	**0.0000**	**155.4555**	**155.4555**	**0.0503**	**0.0000**	**156.7124**

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	6.8200e-003	0.2051	0.0714	1.0200e-003	0.0410	4.1000e-004	0.0414	0.0108	3.9000e-004	0.0112	0.0000	98.7832	98.7832	4.0500e-003	0.0000	98.8844
Vendor	0.0116	0.2934	0.1041	1.7000e-003	0.0500	5.9000e-004	0.0506	0.0145	5.6000e-004	0.0150	0.0000	162.9197	162.9197	4.3000e-003	0.0000	163.0273
Worker	0.0284	0.0118	0.1635	3.1000e-004	0.0316	3.6000e-004	0.0319	8.4300e-003	3.3000e-004	8.7600e-003	0.0000	28.3467	28.3467	8.1000e-004	0.0000	28.3670

Total	**0.0468**	**0.5103**	**0.3390**	**3.0300e-003**	**0.1226**	**1.3600e-003**	**0.1240**	**0.0337**	**1.2800e-003**	**0.0350**	**0.0000**	**290.0495**	**290.0495**	**9.1600e-003**	**0.0000**	**290.2787**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0741	0.6007	0.5603	1.7700e-003		0.0238	0.0238		0.0219	0.0219	0.0000	155.4553	155.4553	0.0503	0.0000	156.7122
Total	**0.0741**	**0.6007**	**0.5603**	**1.7700e-003**		**0.0238**	**0.0238**		**0.0219**	**0.0219**	**0.0000**	**155.4553**	**155.4553**	**0.0503**	**0.0000**	**156.7122**

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	6.8200e-003	0.2051	0.0714	1.0200e-003	0.0410	4.1000e-004	0.0414	0.0108	3.9000e-004	0.0112	0.0000	98.7832	98.7832	4.0500e-003	0.0000	98.8844
Vendor	0.0116	0.2934	0.1041	1.7000e-003	0.0500	5.9000e-004	0.0506	0.0145	5.6000e-004	0.0150	0.0000	162.9197	162.9197	4.3000e-003	0.0000	163.0273
Worker	0.0284	0.0118	0.1635	3.1000e-004	0.0316	3.6000e-004	0.0319	8.4300e-003	3.3000e-004	8.7600e-003	0.0000	28.3467	28.3467	8.1000e-004	0.0000	28.3670
Total	**0.0468**	**0.5103**	**0.3390**	**3.0300e-003**	**0.1226**	**1.3600e-003**	**0.1240**	**0.0337**	**1.2800e-003**	**0.0350**	**0.0000**	**290.0495**	**290.0495**	**9.1600e-003**	**0.0000**	**290.2787**

3.7 Phase 2 - Facility Construction - 2025

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0300	0.2258	0.2319	7.6000e-004		8.8400e-003	8.8400e-003		8.1300e-003	8.1300e-003	0.0000	66.4355	66.4355	0.0215	0.0000	66.9726
Total	**0.0300**	**0.2258**	**0.2319**	**7.6000e-004**		**8.8400e-003**	**8.8400e-003**		**8.1300e-003**	**8.1300e-003**	**0.0000**	**66.4355**	**66.4355**	**0.0215**	**0.0000**	**66.9726**

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	2.8900e-003	0.0856	0.0307	4.3000e-004	0.0375	1.7000e-004	0.0377	9.5200e-003	1.6000e-004	9.6800e-003	0.0000	41.9276	41.9276	1.7300e-003	0.0000	41.9709
Vendor	4.8400e-003	0.1232	0.0437	7.2000e-004	0.0214	2.5000e-004	0.0216	6.1800e-003	2.4000e-004	6.4200e-003	0.0000	69.2644	69.2644	1.8300e-003	0.0000	69.3101
Worker	0.0113	4.5400e-003	0.0642	1.3000e-004	0.0135	1.5000e-004	0.0136	3.6000e-003	1.4000e-004	3.7400e-003	0.0000	11.6323	11.6323	3.1000e-004	0.0000	11.6401
Total	**0.0191**	**0.2133**	**0.1386**	**1.2800e-003**	**0.0724**	**5.7000e-004**	**0.0730**	**0.0193**	**5.4000e-004**	**0.0198**	**0.0000**	**122.8243**	**122.8243**	**3.8700e-003**	**0.0000**	**122.9211**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0300	0.2258	0.2319	7.6000e-004		8.8400e-003	8.8400e-003		8.1300e-003	8.1300e-003	0.0000	66.4354	66.4354	0.0215	0.0000	66.9725
Total	**0.0300**	**0.2258**	**0.2319**	**7.6000e-004**		**8.8400e-003**	**8.8400e-003**		**8.1300e-003**	**8.1300e-003**	**0.0000**	**66.4354**	**66.4354**	**0.0215**	**0.0000**	**66.9725**

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	2.8900e-003	0.0856	0.0307	4.3000e-004	0.0375	1.7000e-004	0.0377	9.5200e-003	1.6000e-004	9.6800e-003	0.0000	41.9276	41.9276	1.7300e-003	0.0000	41.9709

Vendor	4.8400e-003	0.1232	0.0437	7.2000e-004	0.0214	2.5000e-004	0.0216	6.1800e-003	2.4000e-004	6.4200e-003	0.0000	69.2644	69.2644	1.8300e-003	0.0000	69.3101
Worker	0.0113	4.5400e-003	0.0642	1.3000e-004	0.0135	1.5000e-004	0.0136	3.6000e-003	1.4000e-004	3.7400e-003	0.0000	11.6323	11.6323	3.1000e-004	0.0000	11.6401
Total	**0.0191**	**0.2133**	**0.1386**	**1.2800e-003**	**0.0724**	**5.7000e-004**	**0.0730**	**0.0193**	**5.4000e-004**	**0.0198**	**0.0000**	**122.8243**	**122.8243**	**3.8700e-003**	**0.0000**	**122.9211**

4.0 Operational Detail - Mobile

4.1 Mitigation Measures Mobile

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated	8.3100e-003	0.2442	0.0901	1.2500e-003	0.0303	4.9000e-004	0.0308	8.3400e-003	4.7000e-004	8.8100e-003	0.0000	121.4517	121.4517	5.0400e-003	0.0000	121.5778
Unmitigated	8.3100e-003	0.2442	0.0901	1.2500e-003	0.0303	4.9000e-004	0.0308	8.3400e-003	4.7000e-004	8.8100e-003	0.0000	121.4517	121.4517	5.0400e-003	0.0000	121.5778

4.2 Trip Summary Information

	Average Daily Trip Rate			Unmitigated	Mitigated
Land Use	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
General Light Industry	7.87	7.87	7.87	71,617	71,617
Total	7.87	7.87	7.87	71,617	71,617

4.3 Trip Type Information

	Miles			Trip %			Trip Purpose %		
Land Use	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
General Light Industry	25.00	7.30	7.30	100.00	0.00	0.00	100	0	0

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
General Light Industry	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	1.000000	0.000000	0.000000	0.000000	0.000000	0.000000

5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

Operational energy use estimated separately

5.2 Energy by Land Use - NaturalGas

No operational natural gas use

5.3 Energy by Land Use - Electricity

Operational electricity use estimated separately

6.0 Area Detail

No area sources

6.1 Mitigation Measures Area

No area sources

6.2 Area by SubCategory

No area sources

7.0 Water Detail

No operational water use

7.1 Mitigation Measures Water

No operational water use

7.2 Water by Land Use

No operational water use

8.0 Waste Detail

No operational waste generated

8.1 Mitigation Measures Waste

No operational waste generated

8.2 Waste by Land Use

No operational waste generated

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type

10.0 Stationary Equipment

Fire Pumps and Emergency Generators

Emissions from emergency generator estimated separately

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type

Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type

User Defined Equipment

Equipment Type	Number

11.0 Vegetation

Mobile Modular Management Corporation
5700 Las Positas Road
Livermore, CA 94551
Phone: (925) 606-9000 Fax: (925) 453-3201
www.mobilemodular.com

Lease Agreement

Contract: 210048373.1
Contract Term: 48 Months
Date Printed: 10/05/2022
Start Rent Date: 06/30/2023

Customer & Site Information

Customer Information:
City of Sunnyvale
PO Box 3707
Sunnyvale, CA 94088

Site Information:
City of Sunnyvale
1444 Borregas Avenue
Sunnyvale, CA 94089
Mike Redig
(925) 580-0498

Customer PO/Reference:
Convert Exp: //
By:

Mobile Modular Contact

Questions?

Please Contact: Alex Sufi
Alex.Sufi@mgrc.com
Direct Phone: (707) 678-6100
All other inquiries: (925) 606-9000

Product Information

	Qty	Monthly Rent	Extended Monthly Rent	Taxable
Office, 24x60 HCD (NonStd)	1	**$5,893.00**	**$5,893.00**	Y
Non-Standard Configuration. Size excludes 3' towbar.				
RNT, Ramp	1	**$488.00**	**$488.00**	Y

	Qty	Charge Each	Total One Time	Taxable
Charges Upon Delivery:				
Office, 24x60 HCD (NonStd)				
Additional Labor, Rolling On Deliver(PW)	2	**$370.00**	**$740.00**	N
Prevailing Wage Cert. Payroll				
Block and Level Building (A6) (PW)	1	**$6,688.00**	**$6,688.00**	N
Prevailing Wage Cert. Payroll				
Delivery Haulage 12 wide	2	**$7,220.00**	**$14,440.00**	N
Delivery Haulage Permit 12 wide	2	**$150.00**	**$300.00**	N
Delivery Haulage Pilot 12 wide	2	**$477.00**	**$954.00**	N
Drawings,Wet Stamped,Foundation,Standard	1	**$825.00**	**$825.00**	N
Wet Stamped Engineered				
Installation, Skirting, Wood (PW)	168	**$30.00**	**$5,040.00**	Y
Prevailing Wage Cert. Payroll				
Install Foundation, Tiedown (Blvl) (PW)	16	**$210.00**	**$3,360.00**	Y
Prevailing Wage Cert. Payroll				
RNT, Ramp Install (PW)	1	**$2,110.00**	**$2,110.00**	N
			$34,457.00	

Subtotal of Monthly Rent:	$6,381.00
Monthly Personal Property Expense (PPE):	$380.80
Taxes on Monthly Charges:	$617.01
Total Monthly Charges (incl Taxes & PPE):	$7,378.81
Subtotal of One-Time Charges upon Delivery :	$34,457.00
Taxes On One Time Charges:	$766.50
Security Deposit:	$0.00
Est. Initial Invoice:	**$42,602.31**

	Qty	Charge Each	Total One Time	Taxable
Charges Upon Return:				
Office, 24x60 HCD (NonStd)				
Additional Labor, Rolling On Removal (PW	2	**$370.00**	**$740.00**	N
Cleaning Fee	2	**$450.00**	**$900.00**	N
Prepare Equipment For Removal (A6) (PW)	1	**$6,688.00**	**$6,688.00**	N
Removal, Tiedown (PW)	16	**$78.00**	**$1,248.00**	N
Return Haulage 12 wide	2	**$730.00**	**$1,460.00**	N
Return Haulage Permit 12 wide	2	**$150.00**	**$300.00**	N
Return Haulage Pilot 12 wide	2	**$477.00**	**$954.00**	N

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Livermore, CA 94551
Phone: (925) 606-9000 Fax: (925) 453-3201
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Lease Agreement

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Contract Term: 48 Months
Date Printed: 10/05/2022
Start Rent Date: 06/30/2023

RNT, Ramp Removal (PW)	1	**$2,110.00**	**$2,110.00**	N
			$14,400.00	

Special Notes

This proposal is per attached specifications, drawing, and scope of work.

Special Terms & Important Contractual Information

- A minimum cleaning charge of $450 per floor will apply for modular buildings.
- Prices will be adjusted for unknown circumstances, e.g. driver waiting time, pilot car requirements, special transport permits, difficult site, increase in fuel price, etc. Customer's site must be dry, compacted, level and accessible by normal truck delivery.
- This transaction is subject to credit approval. Security deposit or payment in advance may be required. Security deposit will be applied against account balance at the end of the contract.
- Unless noted, prices do not include permits, ramps, stairs, seismic foundation systems, temporary power, skirting, engineering, taxes or utilities or related installation and/or removal of same. Pricing quote for set up or installation (of building, skirting, earth anchors, ramps, etc.) does not include dismantle or removal unless otherwise noted. Except for skirting and earth anchors, unless noted, ownership of all installed or supplied items is retained by Lessor.
- Please treat our equipment with respect. All damages other than normal usage will be billed for at the end of lease.
- Contract subject to terms & conditions attached and made a part of this agreement by reference herein. Customer acknowledges that he/she has received and read and affirms that he/she is duly authorized to execute and commit to this agreement for the above named customer.
- Rent will be billed in advance every 30 calendar days.
- **Unless otherwise noted, prices do not include prevailing wages, Davis-Bacon wages, or other special or certified wages.**

Insurance Requirements

Please send, or have your insurance company send, a Certificate of Insurance to us. We require liability coverage (minimum of $1,000,000) listing Mobile Modular Management Corporation as an additional insured and property coverage for the value of the unit(s) leased listing Mobile Modular Management Corporation as loss payee.

Item & Description	Qty	Item Code	Ins. Value
Office, 24x60 HCD (NonStd)	**1**	**1066**	**$171,600.00**

Mobile Modular Management Corporation
5700 Las Positas Road
Livermore, CA 94551
Phone: (925) 606-9000 Fax: (925) 453-3201
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Lease Agreement

Contract: 210048373.1
Contract Term: 48 Months
Date Printed: 10/05/2022
Start Rent Date: 06/30/2023

Incorporation by Reference

The Lease Agreement is subject to the Supplemental Lease Terms and Conditions, which are hereby incorporated by reference in their entirety, as updated from time to time by Lessor, in its sole discretion, and can be viewed in the Resources section of Lessor's website at (http://www.mobilemodular.com/contractterms). The Lessee hereby affirms that he/she has read in its entirety and understands the Supplemental Lease Terms and Conditions.

Please sign below and fax or email this document to the fax number shown above or the email address you received the document from.

The parties hereto, Mobile Modular Management Corporation, a California corporation, as lessor (**"Lessor"**) and lessee (**"Lessee"**, as described above in the section titled "Customer Information") hereby agree to this Lease Agreement and the terms and conditions set forth in the Lease Terms and Conditions, attached hereto as Attachment A, which are hereby incorporated by reference. The individual signing this Lease Agreement affirms that he/she is duly authorized to execute and commit to this Lease Agreement for the above named Lessee.

LESSOR: Mobile Modular Management Corporation	**LESSEE:** City of Sunnyvale
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

ATTACHMENT A

LEASE TERMS AND CONDITIONS

1. **LEASE.** Lessor leases to Lessee, and Lessee leases from Lessor, the equipment listed on the Lease Agreement hereto (the **"Equipment"**) on the terms and conditions set forth herein. Each such Lease Agreement (**"Agreement"**) and the lease provisions on Lessor's website at (https://www.MobileModular.com/ContractTerms) (the **"Incorporated Provisions"**), which are incorporated by reference into the Agreement, shall constitute a separate and independent lease (a "Lease") of the Equipment listed in the Agreement under "Product Information". In the event of a conflict between this Agreement and Lessee's contract, purchase order or other document, the terms of this Agreement shall prevail.

2. **LEASE TERM.** The Agreement shall be in full force and effect upon the date of execution by Lessee. The Lease Term and Monthly Rent shall commence on the Start Rent Date specified in the Agreement (which may be adjusted by mutual agreement of Lessee and Lessor), and shall continue thereafter for the number of months specified in the Agreement as the "Contract Term" (the **"Lease Term"**). Lessee is responsible for paying the Monthly Rent specified in the Agreement (as such may be adjusted pursuant to Section 4) for each month during the Lease Term. This Lease Agreement defines a month as 30 calendar days; rent will be billed monthly unless otherwise specified. In the event that Lessee terminates the Agreement prior to the expiration of the Lease Term, Lessor shall be entitled to charge an early termination fee, even if such termination occurs prior to delivery of the Equipment. Such fee shall be determined by Lessor following the receipt of the termination request. Such early termination fee may include charges related to the preparation of the Equipment for delivery and/or the rental value of the Agreement. In no event shall any such early termination fee exceed the total value of the Lease Agreement. Lessor shall not be liable to Lessee for any failure or delay in obtaining, delivering or setting up the Equipment. In the event Lessor is responsible for delay in obtaining, delivering or setting up the Equipment, the Start Rent Date shall be deemed to be revised to the date that Lessor substantially completes setting up the Equipment. If any delay in obtaining, delivering or setting up the Equipment is caused by failure of the site to be ready or for any other reason not solely the responsibility of Lessor, the Lease shall commence as of the Start Rent Date originally stated notwithstanding such delay.

3. **RETURN OF EQUIPMENT.** Regardless of the stated Lease Term, Lessee must provide a minimum of 60 days' prior notice for return delivery of Equipment. Please review the Incorporated Provisions on Lessor's website at (https://www.MobileModular.com/ContractTerms) for the conditions under which the Equipment must be returned. Unless otherwise agreed upon by Lessor in writing, Monthly Rent shall be due until return of the Equipment to Lessor is completed and shall not be based upon the date such return is requested. Lessor prorates rent in one-half (1/2) month increments only. Lessee is responsible for paying the full month's rental payment for Equipment returned after the

fifteenth (15th) day of the billing cycle.

4. **HOLDING OVER; LEASE EXTENSION.** Following the expiration of the Lease Term, the Lease and the terms and conditions set forth herein, shall be extended on a month-to-month basis until the Equipment is returned to Lessor. In this event, Lessor may establish a revised rental rate which shall constitute the Monthly Rent. The charges upon return and any other charges related to the return of the Equipment may be reasonably revised from those reflected in the Agreement, at Lessor's discretion, should the Lease be extended beyond the initial Lease Term.

5. **LESSEE AGREEMENTS.** Lessee agrees that:

(a) Lessor may insert in the applicable Agreement the serial number and other identification data relating to the Equipment when ascertained by Lessor; and

(b) Lessor (or its agents, employees or contractors) may, from time to time at any reasonable time, enter upon the premises of Lessee for the purposes of (1) inspecting the Equipment or posting "Notices of Non-Responsibility" or similar notices thereon, or (2) photographing the Equipment, including any items or occupants within or surrounding the Equipment, for promotional or other purposes, pursuant to Section 6 of the Incorporated Provisions. If Lessor determines that repairs to the Equipment are needed, Lessee shall grant access for said repairs. Lessor shall bear the expense of any repairs that it determines are needed to ameliorate normal wear and tear; the expense of all other repairs (including any repairs requested by Lessee) shall be borne by Lessee. If Lessee does not grant access for such repairs between 8:00 a.m. and 5:00 p.m., Monday through Friday, Lessee shall bear the cost of repair rates for labor at the applicable overtime rates.

6. **SECURITY DEPOSIT.** Lessee shall pay to Lessor the Security Deposit specified in the Agreement, which may be due upon execution of the Agreement, if specified. The Security Deposit shall be held by Lessor (who shall have no obligation to collect or pass through to Lessee any interest thereon) as security for Lessee's faithful performance of the terms and conditions of the applicable Lease, including without limitation Lessee's indemnification obligations under Section 12. If an Event of Default occurs, Lessor may apply the Security Deposit to payment of its costs, expenses and attorney fees in enforcing the terms of the Lease and to indemnify Lessor against any costs, expenses or damages sustained by Lessor in connection with the Lease (provided, however, nothing herein contained shall be construed to mean that the recovery of damages by Lessor shall be limited to the amount of the Security Deposit). In the event all or any portion of the Security Deposit is applied as aforesaid, Lessee shall deposit additional amounts with Lessor so that the Security Deposit shall always be maintained at the amount specified in the Agreement. At the end of the Lease Term, Lessor shall apply any remaining balance of the Security Deposit to the payment of any monies owed to Lessor under the Lease. Thereafter, if no Event of Default has occurred and is continuing and Lessee has complied with Section 3, Lessor shall return to Lessee any remaining balance of the Security Deposit.

7. **ASSIGNMENT.** Lessee will not assign, convey, transfer, or pledge as security or collateral its interest, or any part thereof, in and to any Lease or the Equipment without the prior written consent of Lessor; and any such attempted assignment, conveyance, transfer, or pledge of security or collateral, whether voluntary or involuntary, shall be null and void, and any such attempt act may be considered an Event of Default. Lessor may, at its option and without the prior approval of Lessee, transfer, convey, assign or pledge as security or collateral its interest or any part thereof, in and to the Lease.

8. **PAYMENTS.** Lessee agrees to pay to Lessor (at the office of Lessor or to such other person or at such other place as Lessor may from time to time designate to Lessee in writing) each payment specified herein on a net invoice basis without demand by Lessor. Payment terms are net due upon receipt unless otherwise agreed upon in writing. All payments due from Lessee pursuant to the terms of the Lease shall be made by Lessee without any abatement or setoff of any kind whatsoever arising from any cause whatsoever.

9. **TAXES AND LIENS.** Lessee agrees to keep the Equipment free of all levies, liens or encumbrances. Lessee shall, in the manner directed by Lessor, (a) make and file all declarations and returns in connection with all charges, fees and taxes (local, state and federal) levied or assessed either upon Lessee or Lessor, or upon the ownership, leasing, rental, sale, possession, use, or operation of the Equipment, and (b) pay all such charges, fees and taxes. However, Lessor shall pay all local, state or federal net income taxes relating to the Lease.

10. **LOSS OR DAMAGE.** Until the Equipment is returned to Lessor, Lessee assumes all risk of loss or damage to the Equipment. Subject to Section 12(b), should any Equipment damaged be capable of repair, the Lease shall not terminate, but Lessee shall cause the Equipment to be repaired and restored to its condition existing prior to such damage, at Lessee's sole expense. In the event any of the Equipment is damaged beyond repair or is lost, stolen or wholly destroyed, this Agreement shall cease and terminate as to such Equipment as of the date of the event, accident or occurrence causing such loss or destruction, and Lessee shall pay Lessor within ten (10) days thereafter, an amount equal to the full replacement value of the Equipment. Lessee shall be entitled to the benefit of the proceeds from any insurance recovery received by Lessor, up to an amount equal to that which Lessee has paid to Lessor pursuant to this paragraph.

11. **INSURANCE.** Lessee shall provide, maintain, and pay all premiums for property insurance covering the loss, theft, destruction, or damage to the Equipment in an amount not less than the full replacement value thereof, naming Lessor as loss payee of the proceeds. Lessee shall also provide, maintain, and pay all premiums for general liability insurance (minimum of $1,000,000 per occurrence), naming Lessor as an additional insured. All insurance shall be in a form and with a company having an A.M. Best rating of A- or better, and shall not be subject to cancellation without thirty-(30) day's prior written notice to Lessor. Lessee shall deliver to Lessor insurance certificates, or evidence of insurance related thereto, meeting the above requirements. Proceeds of such insurance shall, at Lessor's option, be applied either towards replacement, restoration or repair of the Equipment or towards payment of Lessee's obligations under the Lease. Lessor may require Lessee's insurance carrier to be licensed to do business in the state where the Equipment is being leased. Lessor will not and does not provide insurance for any of Lessee's personal property that may be in or on any Equipment.

LESSEE SHALL PROVIDE EVIDENCE OF INSURANCE IN THE FORM A CERTIFICATE OF INSURANCE IN WHICH LESSOR IS NAMED AS AN ADDITIONAL INSURED AND LOSS PAYEE AS SOON AS PRACTICABLE FOLLOWING EXECUTION OF THIS AGREEMENT. LESSEE ACKNOWLEDGES THAT THE EQUIPMENT WILL NOT BE DELIVERED OR INSTALLED UNTIL THE REQUIRED CERTIFICATE OF INSURANCE IS RECEIVED BY LESSOR.

Should Lessee fail to deliver to Lessor the insurance certificates, or evidence of insurance related thereto, meeting the above requirements on or before the Start Rent Date, Lessee will be in default under this Agreement and Lessor, at its option, may, among other actions, impose a one-time fee for processing of up to One Hundred Dollars ($100) and may assess as additional rent an uninsured lessee fee of ten percent (10%) of the monthly rental from the start of the lease term until the required insurance certificate is delivered to Lessor. Neither of the foregoing fees shall in any event constitute a waiver of Lessee's default or breach of this Agreement with respect to such failure nor prevent the exercise of any of the other rights and remedies granted to Lessor hereunder or available to Lessor under applicable law or equity. Any failure by Lessor to obtain or receive a certificate of insurance will not be deemed a waiver of Lessee's obligations to procure and maintain the insurance specified herein These fees shall not be refundable.

12. **WAIVER AND INDEMNIFICATION.**

(a) Lessee hereby waives and releases all claims against Lessor for (i) loss of or damage to all property, goods, wares and merchandise in, upon or about the Equipment, (ii) injuries to Lessee, Lessee's agents and third persons, and (iii) the use, misuse, or malfunction of any security screens provided with the Equipment, in each case, irrespective of the cause of such loss, damage or injury. Under no circumstances shall Lessor be liable to Lessee for any special, incidental or consequential damages of any kind (including, but not limited to damages for loss of use, or profit, by Lessee or for any collateral damages), whether or not caused by Lessor's negligence or delay, resulting from the Lease or the manufacture, delivery, installation, removal or use of the Equipment, or in connection with the services rendered by Lessor hereunder, even if the parties have been advised of the possibility of such damages.

(b) Lessee agrees to indemnify and hold harmless Lessor from and against any and all losses, liabilities, costs, expenses (including attorney fees), claims, actions, demands, fines, forfeitures, seizures or penalties (collectively, **"Claims"**) arising out of (i) the maintenance, possession or use of the Equipment by Lessee, its employees, agents or any person invited, suffered or permitted by Lessee to use or be in, on or about the Equipment, including to the extent arising from Lessor's negligence, (ii) Lessee's failure to comply with any of the terms of the Lease, and (iii) any theft or destruction of, or damage to, the Equipment. If the foregoing obligations are not enforceable against Lessee under applicable law, Lessee agrees to indemnify and hold harmless Lessor from and against any and all Claims to the maximum extent permitted by applicable law. Lessee shall make all payments due under this Section upon demand by Lessor.

13. **EVENTS OF DEFAULT.**

(a) Each of the following shall constitute an **"Event of Default":** (1) default by Lessee in making any required payment to Lessor and the continuance of such default for ten (10) consecutive days; (2) default by Lessee in the performance of any obligation, covenant or liability contained in the Lease or any other agreement or document with Lessor and the continuance of such default for ten (10) days after written notice, thereof by Lessor to Lessee; (3) any warranty, representation or statement made or furnished to Lessor by or on behalf of Lessee proves to have been false in any material respect when made or furnished; (4) loss, theft, damage, destruction or the attempted sale or encumbrance by Lessee of any of the Equipment, or any levy, seizure or attachment thereof or thereon; or (5) Lessee's dissolution, termination of existence, discontinuance of business, insolvency, or business failure; or the appointment of a receiver of any part of, the assignment for the benefit of creditors by, or the commencement of any proceedings under any bankruptcy, reorganization or arrangement laws by or against, Lessee. Lessee acknowledges that any Event of Default will substantially impair the lease value hereof.

(b) **REMEDIES OF LESSOR:** Upon the occurrence of any Event of Default and any time thereafter, Lessor may, without notice, exercise one or more of the following remedies, as Lessor, in its sole discretion shall elect: (1) declare all unpaid lease payments under the Lease to be immediately due and payable; (1) terminate the Lease as to any or all items of the Equipment; (2) take possession of the Equipment wherever found, and for this purpose enter upon any premises of Lessee and remove the Equipment, without any liability for suit, action or other proceedings by Lessee; (3) direct Lessee at its expense to promptly prepare the Equipment for pickup by Lessor; (4) use, hold, sell, lease or otherwise dispose of the Equipment or any item thereof on the site specified on the applicable Agreement or any other location without affecting the obligations of Lessee as provided in the Lease; (5) proceed by appropriate action either in law or in equity to enforce performance by Lessee of the terms of the Lease or to recover damages for the breach hereof; (6) apply the Security Deposit to payment of Lessor's costs, expenses and attorney fees in enforcing the terms of the Lease and to indemnify Lessor against any damages sustained by Lessor (provided, however, nothing herein shall be construed to mean that the recovery of damages by Lessor shall be limited to the amount of the Security Deposit); (7) exercise any and all rights accruing to Lessor under any applicable law upon an Event of Default. In addition, Lessor shall be entitled to recover immediately as damages, and not as a penalty, a sum equal to the aggregate of the following: (i) all unpaid payments as are due and payable for any items of Equipment up to the date of repossession by Lessor; (ii) any expenses paid or incurred by Lessor in connection with the repossession, holding, repair and subsequent sale, lease or other disposition of the Equipment, including attorney's fees and other reasonable costs and expenses; (iii) an amount equal to the excess of (a) all unpaid payments for any item of Equipment repossessed by Lessor from the date thereof to the end of the term of the Lease over (b) the fair market lease value of such item or items of Equipment for such unexpired lease period (provided however, that the fair market lease value shall be deemed to not exceed the proceeds of any sale of the Equipment or lease thereof by Lessor for a period substantially similar to the unexpired lease period); and (iv) the replacement cost of any item of Equipment which Lessee fails to prepare for return to Lessor as provided above or converts or is destroyed, or which Lessor is unable to repossess.

14. **OWNERSHIP AND MARKING OF EQUIPMENT.** Title to the Equipment shall remain with Lessor (or its Principal). Unless otherwise

specified in writing by Lessor, no option or other right to purchase the Equipment is granted or implied by the Lease to Lessee or any other person. The Equipment shall remain and be deemed to be personal property of Lessor, whether attached to realty or not, and upon termination of the Lease or the occurrence of an Event of Default, Lessee shall have the duty and Lessor shall have the right to remove the Equipment whether or not affixed to any realty or building without any liability to Lessor for damage to the realty or building caused by the removal of the Equipment. Any replacement, substitutes, accessories or parts, whether placed in or upon the Equipment or not, whether made a component part thereof or not, shall be the property of Lessor and shall be included under the terms of the Lease.

15. **COMPLIANCE WITH LAW.** Lessee assumes all responsibility for any and all licenses, clearances, permits and other certificates as may be required for Lessee's lawful operation, use, possession and occupancy of the Equipment. Lessee agrees to fully comply with all laws, rules, regulations and orders of all local, state and federal governmental authorities which in any way relate to the Equipment. Lessee shall pay the cost of all license and registration fees and renewals thereof.

16. **GOVERNING LAW.** Lessee and Lessor agree that the Lease shall be governed in all respects by, and interpreted in accordance with the laws of, the State of California, without regard to its conflicts of laws provisions.

17. **JURISDICTION.**

(a) In any case where the Equipment is located in the State of Maryland or the State of Virginia, it is agreed that the venue for a legal action relating to the Lease shall be proper if brought in Alameda County, State of California. Subject to Section 12, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.

(b) In all other cases, the Federal District Courts located within the State of California shall have non-exclusive jurisdiction over any lawsuit brought by Lessee or Lessor as a result of any dispute regarding matters arising in connection with the Lease. Further, it is agreed that the venue for a legal action relating to the Lease shall be proper if brought in Alameda County, State of California. Subject to Section 12, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.

18. **MEDIATION; ARBITRATION.** Lessee agrees to abide by Lessor's option (if Lessor shall so choose) to have any claims, disputes, or controversies arising out of or in relation to the performance, interpretation, application, or enforcement of the Lease, including but not limited to breach thereof, referred to mediation before, and as a condition precedent to, the initiation of any adjudicative action or proceeding, including arbitration. If mediation fails to resolve the claims, disputes or controversies between Lessor and Lessee, Lessee agrees to abide by Lessor's option (if Lessor shall so choose) to have the claims, disputes or controversies referred to binding arbitration. The parties hereto acknowledge that the subject matter of the Lease is a matter of interstate commerce.

19. **CREDIT CARD AUTHORIZATION.** Lessee hereby gives authorization to Lessor to charge against credit card provided all amounts billed for this transaction including applicable taxes, shipping and handling charges. For a rental/lease transaction, charges may be recurring and additional billing and charges will occur until such time as all Equipment and respective accessories are returned and the rental is terminated.

20. **HAZARDOUS MATERIALS.** Lessee agrees that no water, paint or chemicals, and no illegal, hazardous, controlled, toxic, explosive, flammable, restricted, contaminated or other dangerous materials, shall be maintained or stored in or on the Equipment.

21. **FEDERAL CONTRACTOR.** As a federal contractor, Lessor's contracts are subject to the provisions of (i) Executive Order 11246, (41 CFR 60-1.4); (ii) section 503 of the Rehabilitation Act of 1973, (41 CFR 60-741.5(a); and (iii) section 4212 of the Vietnam Era Veterans Readjustment Act of 1974, (41 CFR 60-300.5(a). **Lessor shall abide by the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability, and qualified protected veterans, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities, and qualified protected veterans.**

22. **MISCELLANEOUS.** Time is of the essence of each and every provision of the Lease. Failure of Lessor to enforce any term or condition of the Lease shall not constitute a waiver of subsequent defaults by Lessee, nor shall it, in any manner, affect the rights of Lessor to enforce any of the provisions hereunder. The invalidity or unenforceability of any provision of the Lease shall not affect the validity or enforceability of any other provision.

23. **ENTIRE AGREEMENT.** The Lease constitutes the entire agreement between Lessor and Lessee with respect to the subject matter hereof and, except for the Incorporated Provisions that may be updated by Lessor from time to time in its sole discretion, may not be amended, altered or modified except by a writing signed by both Lessor and Lessee.

Lease Terms and Conditions, Rev. 05/24/21

CITY OF SUNNYVALE.

24X60 MODULAR BUILDING

SPECIFICATIONS

I. Design Criteria

- California Building Code 2022
- Group B Division 2 Occupancy
- Type 5 Non-rated Construction
- California Electric Code 2022
- California Mechanical Code 2022
- California Plumbing Code 2022
- State of CA – DOHCD Title 25
  DOHCD Title 25, Article 3, Section 4369B Energy code
- 50 PSF Floor Load
- 20 PSF Roof Load
- 80 MPH Exposure C Wind Load

II. Frame Construction

- Outrigger Type
- 12" Steel I-Beam
- Detachable Hitch
- Five 6000# Axles

III. Floor Construction

- Bottom Board Barrier
- R-19 Insulation
- 2" x 8" Floor Joists 16" O.C.
- 3/4" T & G Floor Decking
- 26 oz. Commercial Carpeting with carpet bar on modline
  4” Base Cove throughout
- Sheet Vinyl in the bathrooms

IV. Exterior Wall Construction

- 2" x 6" Studs 16" O.C.
- R-19 Insulation
- 3/8" L.P. ‘Smart Panel’ Woodgrain Siding
- 3/8” Textured Masonite Trim
- 1/2" Vinyl Covered Gypsum Wallboard

V. Interior Wall Construction

- 2" x 4" Studs 16" O.C.
- 1/2" Vinyl Covered Gypsum Wallboard
- ¼” FRP over ½” MR Gypsum underlayment (48” height in the restroom)
  Walls extended to the rafters

VI. Roof/Ceiling Construction

- Pitched Roof System 1/4" in 12" Pitch
- Transverse Ridge Roof System
- 2” x 10” Roof Rafters 24” O.C.
- 1/2" CDX Plywood Roof Sheathing

- 2' x 4' Suspended Acoustical T-Grid Ceiling, 8’ high nominal
- R-30 Insulation
- .045 mil. White EPDM Single Ply Membrane with ¼” Densdeck Underlayment

VII. Exterior Doors

- (2) 36" x 80" Exterior Metal Door/Metal Frame
- (1) Lite Kit 24x60
- (1) Panic Hardware with keyed lever
- (1) Single cylinder deadbolts-Grade 2
- (1) Passage Lever sets-Grade 2
- (1) Closer
- (1) Storm chain

VIII. Interior Doors

- (7) 36" x 80" Solid Core Interior Doors – ‘Timely’ Frame
- (5) Passage Lever sets-Grade 2
- (2) Privacy lockset-Grade 2
- (1) Lite Kit 24x60 (Flex room)
-

IX. Windows

- (2) 20 x 36 White Vinyl Frame, Dual Pane, Vertical Slider Windows
  (8) 48x36 White vinyl Frame, Dual Pane, Horizontal Slider Windows
  (10) Mini blinds
-

X. Electrical

- (2) 125 Amp 1 Phase 120/240 Volt Load Centers w/ MCB
- (14) 2' x 4' LED Lighting
- (2) Exterior LED Porch light with photo cell
- (2) Dome lights in the bathrooms
- (2) Ceiling mounted sensors
- (4) Wall mounted sensors
- (38) Duplex Receptacles
- (6) GFCI Receptacles
  (1) Weatherproof GFCI Receptacles
- (2) Exit Lights
- (2) Emergency Lights
- (18) Telephone J-Boxes with Conduit Stub
  (1) 6x6x6 Data/phone Inlet box (w/ 2 runs of ¾” conduit to the attic space)

XI. Plumbing

- Copper Supply, ABS Drain, Waste and Vent
- (2) Handicap Water Closets Flush Valve
- (2) Wall-hung Lavatory
- (1) Mop sink, floor mount
  (1) Stainless steel Kitchen sink
- (1) 40 Gallon Electric Water Heater
- (2) Toilet Paper Holder
- (2) Mirror
- (2) Pair Grab Bars
  (1) Drinking fountain

XII. H.V.A.C.

- (2) 3 Ton 5 Kw Wall Mount Heat Pump Unit(s)
- Overhead Ducted Supply and Return w/Plenum Wall
  (1) Economizer for Heat Pump
  (1) One ton mini split Heat Pump in Elect/Tel room
  (2) 70 CFM Exhaust fan
  (2) Smoke sensor

XIII. Miscellaneous

- 14 l.f. Base Cabinets
  10 l.f. Wall Cabinets
- 16 l.f. Countertop
  (1) Semi Recessed Fire Extinguisher cabinet
  (1) Fire Extinguisher 10 lb.

Factory Clarrifications and Exceptions:

BUILDING IS QUOTED PER THE 2022 CBC, 2022 CEC, 2022 CMC, 2022 CPC, 2022 CBC CHAPTER 11B ACCESSIBILITY BASED ON COMPLIANCE WITH TITLE 25, ARTICLE 3, SECTION 4369B (PLEASE LET YOUR SALES REP KNOW IF YOU NEED COMPLIANCE WITH 4369A). PHOENIX MODULAR TAKES EXCEPTION TO ALL OTHER CODES, REGULATIONS AND JURISDICTIONS. (CLIMATE ZONE 4)

BI-FOLD DOOR PROVIDED FOR CLOSET IN ENTRY/HALLWAY IS 72"X80".

LITE KITS HAVE BEEN PROVIDED AT (1) EXTERIOR DOOR AND (1) INTERIOR DOOR ONLY.
LITE KITS HAVE NOT BEEN PROVIDED AT RESTROOM DOORS.

RESTROOM ACCESSORIES HAVE NOT BEEN PROVIDED.

OFFICE FURNITURE/ EQUIPMENT HAS NOT BEEN PROVIDED.

FACTORY STANDARD DOOR HARDWARE HAS BEEN PROVIDED.
NO PROVISIONS PROVIDED FOR AHC.
DOORS DO NOT SWING 180 DEGREES.
NO PROVISIONS HAVE BEEN MADE FOR DOOR ACCESS CONTROLS.

WINDOWS DO NOT HAVE TEMPERED GLASS.

JBOXES ARE PROVIDED WITH CONDUIT STUBBED TO THE CEILING CAVITY FOR FUTURE PHONE/DATA. WIRING AND DEVICES ARE BY OTHERS ON SITE.

NO PROVISIONS ARE MADE TO MEET WUI FIRE HAZARD ZONE REQUIREMENTS.

PLUMBING MANIFOLD IS NOT INCLUDED.

4' FRP FINISH IS NOT SMOOTH.

FACTORY STANDARD LAMINATE COUNTERTOPS & CABINETS HAVE BEEN PROVIDED.

KITCHEN FAUCET PROVIDED HAS WRISTBLADE HANDLES.

DOES NOT MEET NFPA.

NO LEED CERTIFICATION HAS BEEN PROVIDED.

(2) 125A 1PHASE NEMA 3 EXTERIOR MOUNTED LOAD CENTERS HAVE BEEN PROVIDED.

NO EXTERIOR SIGNS HAVE BEEN PROVIDED.

NO COMPLIANCE FOR CA PROP 65, SAFE DRINKING WATER & TOXIC ENFORCEMENT ACT OF 1986.

TELECOMMUNICATION GROUND BUS BAR HAS NOT BEEN PROVIDED.
2-POST EQUIPMENT RACK IS NOT INCLUDED.

6" WIDE VERTICAL WIRE MANAGER IS NOT INCLUDED.
12" WIDE HORIZONTAL CABLE RUNWAY IS NOT INCLUDED.
EZ-PATH FIRE-RATED PATHWAY 44+ SERIES IS NOT INCLUDED.

TECHNICAL CLARIFICATIONS

1. This proposal is based on:

   a) an assumed soil bearing capacity of 1,000 psf at finished grade;
   b) unclassified excavation;
   c) classified excavation-dirt only -- all other materials encountered will be considered extra work;
   d) no excavation, grading, landscaping or site development;
   e) a staging area located adjacent to the work site;
   f) suitable and acceptable access to the site for the module size(s) to be provided;
   g) electrical to a sub-panel(s) at the end of each module, connection by others;
   h) multiple potable water/sanitary drops through floor -- utility connections to the drops and extensions finished and installed by others;
   i) no dewatering of subsurface water;
   j) all underground obstructions, if any, within the proposed building envelope/work area to be located and marked above grade, by others;
   k) level grade (+ -6") within the proposed building envelope;
   l) Forklift or any special equipment not included;
   m) computer and phone system consists of J-boxes with covers and empty conduit with fish wire only, thru ceiling -- jacks and conductors by others;
   n) attached specification(s) and scope of work which form a part of this proposal -- DSMB recommends a detailed review of this specification in addition to all other proposals received, to ensure an equal comparison;
   o) unless otherwise noted, color selection(s) to be made from manufacturer's standard stock colors;
   p) Steps and ramp are constructed of metal. additional ramp/deck may be needed to accommodate the unlevel site at added cost;
   q) Final finishing, waxing, sealing, and buffing of the vinyl floor not included;
   r) Due to changes in California codes, tie downs price is an estimate only and may increase upon the receipt of the actual foundation drawing and verification of the total amount of tie downs
   s) HVAC certified balancing by others;
   t) wheels and axles to remain on module(s). Hitches will be removed and stored under module(s);
   u) Delivery does not include dolly work, pilot cars or special permits;
   v) storm water management/erosion and sedimentation control by others;
   w) Mobile Modular is providing manufacturers shop drawings only. Any other drawings and/or tests required are to be supplied by customer;
   x) Foundation design is consist of steel piers and pressure treated wood/hard plasti pads;
   y) Additional tie downs at extra cost may be required if the anchor pull test fails due to site soil conditions.
   z) Geotechical studies and reports and survey's are by others;
   aa) Geotechnical data has not been received nor incorporated into our calculations unlees specifi cally referenced;
   bb) proposed building does not include exterior or interior Fire Rated assemblies. If Fire Rates assemblies are required, due to the location of the module to existing building and/or property line is, Mobile Modular will provide at an additional cost;
   cc) the customer obtaining and paying for all necessary permits, fees, licenses and Certificate of Occupancy with the exception of transportation;

SCOPE OF WORK DELINEATION

Customer: City of Sunnyvale Project Location: Sunnyvale

A. City of Sunnyvale

B. Mobile Modular

C. Not Included

		A	B	C
1. SITE INSPECTION		x		
2. a. BID BONDS				x
b. PERFORMANCE BONDS				x
c. LABOR & MATERIAL PAYMENT BONDS				x
3. LATE PENALTIES/LIQUIDATED DAMAGES				x
4. PROPOSED WORK SCHEDULE			x	
5. INSURANCE CERTIFICATES (DURING LEASE TERM)				x
6. CORPORATE CERTIFICATION				x
7. CATALOG CUTS (AS REQUESTED & AVAILABLE)			x	
8. SAMPLES (AS REQUESTED & AVAILABLE)			x	
9. TAXES		x		
10. PERMITS	A. BUILDING	x		
	B. ELECTRICAL	x		
	C. PLUMBING	x		
	D. CERT. OF OCCUPANCY	x		
	E. OTHER			x
11. ON-SITE INSURANCE			x	
12. SOIL TESTS		x		
13. SHOP DRAWINGS (USED FOR MANUFACTURING)			x	
14. ENGINEERED DRAWINGS/CALCULATIONS (USED FOR APPROVALS)				x
15. ENGINEERED FOUNDATION PLANS/DETAILS			x	
16. OTHER DRAWINGS				x
17. PREPARE SITE:	A. CLEARING & DEMOLITION	x		
	B. GRADING	x		
	C. FILLING & COMPACTING	x		
	D. SITE UTILITIES	x		

			A	B	C
18.	TRANSPORT MODULES			x	
19.	INSPECT MODULES & VERIFY RECEIPT OF SHIP LOOSE MATERIAL				x
20.	PROVIDE STORAGE SPACE AND SECURITY FOR MODULES		x		
21.	FOUNDATION	lABOR & MATERIAL		x	
22.	FOOTINGS	lABOR & MATERIAL		x	
23.	POSITION MODULES (BASED UPON CLEAR ACCESS BY TRUCK)			x	
24.	SET MODULES ON FOUNDATION W/TRUCK, CRANE, ETC.				x
25.	FOUNDATION CONNECTIONS (TIE DOWNS, ANCHOR PLATES, ETC.)			x	
26.	WATER LINE HOOK-UP		x		
27.	PLUMBING MANIFOLDS		x		
28.	SEWER LINE HOOK-UP		x		
29.	ELECTRICAL	INTERCONNECTS BETWEEN MODULES		x	
		DISTRIBUTION SUBPANELS	x		
		MAIN DISTRIBUTION PANEL	x		
		TRANSFORMERS	x		
30.	GUTTERS & DOWNSPOUTS	LABOR & MATERIAL			x
31.	SUPPLY SPECIAL EQUIPMENT (PER SPECIFICATION SHEET)				x
32.	INSTALL SPECIAL EQUIPMENT (PER SPECIFICATION SHEET)				x
33.	CARPET	MATERIAL		x	
		LABOR		x	
34.	FIRE ALARMS				x
35.	FIRE SPRINKLER SYSTEM (IF NEEDED)		x		
36.	SUSPENDED CEILING	A. GRID & PANEL		x	
		B. LIGHTS		x	
		C. DUCT DROPS		x	
37.	PA SYSTEM				x
38.	TELEPHONE & DATA		x		
39.	SKIRTING	LABOR & MATERIAL		x	
40.	INSTALL INTERIOR TRIM AT FLOOR/WALLS/CEILINGS/SEAMS			x	
41.	INSTALL EXTERIOR DOORS			x	
42.	INSTALL INTERIOR DOORS			x	

		A	B	C
43.	STEPS		x	
44.	RAMPS		x	
46.	DECKS		x	
47.	WALKWAYS			x
48.	CANOPIES			x
49.	INSTALL A. PAVING	x		
	B. CURBS	x		
	C. LANDSCAPE	x		
50.	ROOF ___ (30 GAUGE STEEL) ___ SEAM MATERIAL			x
	___ (BUILT-UP) ___ SEAL			x
	___ (SYNTHETIC RUBBER) ___ GUARANTEE (1 YR)		x	
	___ (OTHER _____)			x
51.	FALSE MANSARD, FACIA, OVER HANGS LABOR & MATERIAL			x
52.	EXTERIOR LIGHTS LABOR & MATERIAL		x	
53.	DROP AXLES (IF NEEDED)			x
54.	SHIP AXLES ___ HITCHES ___ TIRES			x
55.	REMOVAL OF TRASH AND DEBRIS FROM SITE (OUR SCOPE)		x	
56.	HVAC lABOR & MATERIAL		x	
57.	WINDOW COVERING (DRAPES, BLINDS) lABOR & MATERIAL		x	
58.	DISMANTLING			x
59.	SITE RESTORATION			x
60.	UTILITY DISCONNECT & CAPPING OFF			x
61.				
62.				

22-1012 **Agenda Date:** 11/1/2022

REPORT TO COUNCIL

SUBJECT

Proposed Project: General Plan Amendment Initiation to consider amending the General Plan designation from Commercial to Medium Density Residential on a one-acre site.
Location: 665 South Knickerbocker Drive (APN: 198-08-036)
File: 2022-7477
Zoning: C-1/PD (Neighborhood Business with a Planned Development Combining District)
General Plan: Commercial
Applicant / Owner: Mandevilla LLC
Environmental Review: The project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378(a)
Project Planner: Shila Bagley, (408) 730-7418, sbagley@sunnyvale.ca.gov

SUMMARY OF COMMISSION ACTION

The Planning Commission considered this item on October 10, 2022. The Planning Commission was supportive of the proposed General Plan Amendment initiation to consider a land use designation change from commercial to residential. A commissioner proposed a motion to study both medium and high-density residential designations for the subject property at 665 South Knickerbocker Drive, with an invitation to property owners at 695 South Knickerbocker Drive and 745 South Bernardo Avenue (staff's recommended expanded study area properties) to join the study and fund their share of the costs. However, the motion failed due to a lack of majority support. No members of the public spoke on the item, except for the property owner and their architect. Prior to the hearing, the applicant sent an e-mail to the Planning Commission outlining their comments on staff's recommendation, which is in Attachment 7. An excerpt of the final meeting minutes is in Attachment 8.

The Planning Commission voted 5-2 (Howe and Weiss dissenting) to forward the following recommendation to City Council:

- Initiate a General Plan Amendment study to analyze amending the General Plan designation from commercial to high density residential on 665 South Knickerbocker Drive and find that the action is exempt from CEQA Pursuant to CEQA Guidelines Section 15378(a).

- Invite the property owners of the parcels located at 695 South Knickerbocker Drive and 745 South Bernardo Avenue to join and fund their share of an expanded General Plan Amendment study to analyze amending the General Plan designation from commercial to high density residential and find that the action is exempt from CEQA pursuant to CEQA Guidelines Section 15378(a).

- Commence the General Plan Amendment study after the update to the Moffett Park Specific Plan is completed at the discretion of the City Council.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall, at the Sunnyvale Public Library, Senior Center, Community Center and in the Department of Public Safety Lobby. In addition, the agenda and report are available at the Sunnyvale Public Library, Office of the City Clerk, and on the City's website.

Notice of Public Hearing:

- Published in the *Sun* newspaper
- Notices mailed to property owners and tenants within 1,000 feet
- Courtesy letter sent to property owners of the expanded study area parcels

As of the date of staff report preparation, staff has not received any public comments on this item.

See Attachment 4 for the Vicinity and Noticing Map.

ALTERNATIVES

1. Initiate a General Plan Amendment Study to analyze amending the General Plan designation from Commercial to Medium Density Residential on 665 South Knickerbocker Drive, pursuant to the Applicant's proposal and find that the Action is Exempt from CEQA Pursuant to CEQA Guidelines Section 15378(a).
2. Initiate a General Plan Amendment Study to analyze amending the General Plan designation from Commercial to High Density Residential at an expanded area including the Applicant's property at 665 South Knickerbocker Drive and adjacent properties at 695 South Knickerbocker Drive and 745 South Bernardo Avenue and find that the Action is Exempt from CEQA Pursuant to CEQA Guidelines Section 15378(a).
3. Alternative 1 or 2 with modifications to density and/or study area and find that the Action is Exempt from CEQA Pursuant to CEQA Guidelines Section 15378(a).
4. Initiate a General Plan Amendment Study to analyze amending the General Plan designation from Commercial to High Density Residential on 665 South Knickerbocker Drive with an invitation to the property owners of 695 South Knickerbocker Drive and 745 South Bernardo Drive to join and fund their share of an expanded General Plan Amendment study to analyze amending the General Plan designation from Commercial to High Density Residential, commencing after the update to the Moffett Park Specific Plan (at the discretion of the City Council) and find that the Action is Exempt from CEQA Pursuant to CEQA Guidelines Section 15378(a) **(Planning Commission recommendation)**
5. Commence the General Plan Amendment study after the update to the Moffett Park Specific Plan is completed.
6. Deny the General Plan Amendment Initiation request to consider amending the General Plan designation from Commercial to Medium Density Residential at 665 South Knickerbocker Drive.

STAFF RECOMMENDATION

Alternatives 2 and 5: 2) Initiate a General Plan Amendment Study to analyze amending the General Plan designation from Commercial to High Density Residential at an expanded area including the

Applicant's property at 665 South Knickerbocker Drive and adjacent properties at 695 South Knickerbocker Drive and 745 South Bernardo Avenue and find that the Action is Exempt from CEQA Pursuant to CEQA Guidelines Section 15378(a); 5) Commence the General Plan Amendment study after the update to the Moffett Park Specific Plan is completed.

Staff's recommendation for an expanded study area at a High Density Residential land use designation would make densities more consistent with existing neighborhood densities, lead to a better transition to higher densities in the nearby El Camino Real Specific Plan (ECRSP), and result in a cleaner General Plan/zoning pattern. Although changing the existing designations would result in a loss of commercially-designated properties, these properties are not located along a high-traffic arterial necessary for successful retail, and two of the three study properties are already developed with residential uses. The expanded study area is located adjacent to the ECRSP mixed-use corridor that includes a bus transit stop at El Camino Real and South Knickerbocker Drive. More residential units in this area supports transit ridership and existing and future community-serving retail on the ECRSP corridor. The recommended deferred application submittal date is to manage current workload.

Prepared by: Shila Bagley, Associate Planner
Reviewed by: George Schroeder, Principal Planner
Reviewed by: Shaunn Mendrin, Planning Officer
Reviewed by: Trudi Ryan, Director of Community Development
Reviewed by: Connie Verceles, Deputy City Manager
Reviewed by: Teri Silva, Assistant City Manager
Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. Report to Planning Commission [22-0823, October 10, 2022] (without attachments)
2. Applicant's Project Description and GPI Letter
3. Applicant's Conceptual Site Plan
4. Vicinity and Noticing Map
5. General Plan Map of Site and Vicinity
6. Zoning Map of Site and Vicinity

Additional Attachments for Report to Council

7. Applicant's Email to the Planning Commission
8. Excerpt of Final Minutes of the Planning Commission Meeting of October 10, 2022

City of Sunnyvale

Agenda Item

22-0823 **Agenda Date:** 10/10/2022

REPORT TO PLANNING COMMISSION

SUBJECT

Proposed Project: General Plan Amendment Initiation to consider amending the General Plan designation from Commercial to Medium Density Residential on a one-acre site.
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Project Planner: Shila Bagley, (408) 730-7418, sbagley@sunnyvale.ca.gov

BACKGROUND

General Plan Amendment Initiation (GPI) requests are considered on a quarterly basis through a recommendation from the Planning Commission and then action by the City Council. The process for considering a General Plan Amendment (GPA) begins with a written request from a property owner or applicant (Attachment 2). If the City Council approves the GPI, a formal application for a GPA may be filed by the property owner/applicant. Approval of the GPA and related rezoning are typically required prior to scheduling a public hearing for an application for a development project.

Staff received a GPI request from the Applicant on July 28, 2022, requesting to change the General Plan designation of the subject one-acre property at 665 South Knickerbocker Drive from Commercial to Medium Density Residential to allow for a future 24-unit townhome development project. The Applicant submitted a site plan (Attachment 3) that shows the conceptual layout of 24 three-story townhomes at a density of 24 dwelling units per acre.

The City Council is scheduled to consider this GPI request on November 1, 2022.

EXISTING POLICY

The General Plan is the primary policy document that guides the physical development of the City. When used together with a larger body of City Council policies, it provides direction for decision-making on City services and resources. The 2017 adopted Land Use and Transportation (LUTE) Chapter within the General Plan created an integrated set of policies to guide land use, development, and transportation choices with a horizon year of 2035. The LUTE has several policies to improve the jobs-to-housing ratio, promote increases in housing development, support new office and industrial uses, and ensure coordinated development with community benefits. The Housing and Community Revitalization Sub-Element of the General Plan is the policy basis for Sunnyvale's current and future housing actions. Key goals and policies of each element are listed below.

LAND USE AND TRANSPORATION ELEMENT Goal LT-4: An Attractive Community for Residents and Businesses

Policy LT-4.2: Encourage nodes of interest and activity, public open spaces, well planned development, mixed-use projects, signature commercial uses, and buildings and other desirable uses, locations, and physical attractions.

GOAL LT-7 : Diverse Housing Opportunities- Ensure the availability of ownership and rental housing options with a variety of dwelling types, sizes, and densities that contribute positively to the surrounding area and the health of the community.

Policy LT-7.3: Encourage the development of housing options with the goal that the majority of housing is owner-occupied.

Policy LT-7.4: Promote new mixed-use development and allow higher residential density zoning districts (medium and higher) primarily in village centers, El Camino Real nodes, and future industrial-to-residential areas.

GOAL LT-12: A Balanced Economic Base

Policy LT-12.5: Encourage land uses that generate revenue while preserving a balance with other community needs, such as housing.

GOAL LT-14: Special and Unique Land Uses to Create a Diverse and Complete Community Benefits

Policy LT-14.8: Ensure that development projects provide appropriate improvements or resources to meet the City's future infrastructure and facility needs, and provide development incentives that result in community benefits and enhance the quality of life for residents and workers.

HOUSING AND COMMUNITY REVITALIZATION SUB-ELEMENT
GOAL HE-1: Adequate Housing

Policy HE-1.1: Encourage diversity in the type, size, price and tenure of residential development in Sunnyvale, including single-family homes, townhomes, apartments, mixed-use housing, transit-oriented development, and live-work housing.

Policy HE-4.3: Require new development to build to at least 75 percent of the maximum zoning density, unless an exception is granted by the City Council.

General Plan Land Use Map and Zoning

The subject property has a General Plan designation of Commercial and has a base zoning of C-1/PD, or Neighborhood Business with a Planned Development Combining District. The C-1/PD zoning district allows low-scale neighborhood-serving commercial uses such as grocery stores, retail, personal services, recreational studios, and tutoring. Residential uses are not permitted, except caretaker residences ancillary to a permitted use.

ENVIRONMENTAL REVIEW

The decision to initiate a GPA study does not require environmental review under the California Environmental Quality Act (CEQA) because the mere initiation of a study does not constitute a project under 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. If initiated, the proposed GPA and associated Rezoning (RZ) would be subject to the provisions of CEQA, and environmental analysis would be conducted.

DISCUSSION

Existing Site and Vicinity

The subject property was developed in 1957 with a one-story medical office building. The site is bounded by an assisted living facility to the north; the Cherry Chase shopping center and Citra Apartments across South Knickerbocker Drive to the east; residential condominiums to the south; and the Crestview Condominiums to the west in the City of Mountain View. The border between Sunnyvale and Mountain View runs along the west side of the subject property. The subject property is also across the street from the boundary of the El Camino Real Specific Plan (ECRSP) at the Cherry Chase Shopping Center. The surrounding land uses are summarized in Table 1 below:

Table 1 - Existing Surrounding Land Uses

Surrounding Parcels	**Existing Use**	**General Plan Designation**	**Zoning**
633 S. Knickerbocker Drive (North)	Assisted living facility	Commercial	C-1/PD and C-2/PD (Split zoning)
Cherry Chase Shoppi Center (East, across S Knickerbocker)	Shopping center	El Camino Real Specific Plan	ECR-C
Citra Apartments, 745 South Bernardo Avenu (East, across S. Knickerbocker)	Residential apartment	Commercial	C-1/PD
695 South Knickerboc Drive (South)	Residential condominiums	Commercial	C-1/PD
Crestview Condominiu (West, in the City of Mountain View)	Residential condominiums	City of Mountain View Medium High-Density Residential (26 to 35 du/ac)	City of Mountain View R3-1.25 (Multiple Family)
Cuernavaca Subdivisi	Residential - Single-Family	City of Mountain View Low-Density Residential (1 to 6 du/ac)	City of Mountain View P-30 (Planned Community/Precise Plan)

Attachments 5 and 6 include site and vicinity maps of the current General Plan land use designations and zoning districts.

Applicant's Request

The Applicant submitted a conceptual site plan (Attachment 3) to illustrate the requested land use

potential with a residential designation. The Applicant envisions an R-3 density of 24 dwelling units per acre (du/ac) that could result in 24 three-story residential townhomes.

In the Applicant's GPI request letter (Attachment 2), they note several reasons in support of changing the General Plan land use designation from Commercial to Medium Density Residential:

- Would further City's goals to provide more owner-occupied housing, with some deed-restricted affordable housing units.
- Commercial development is not viable on the subject property.
- Medium Density Residential is the most compatible land use designation with the surrounding neighborhood.

Staff Review

The City's General Plan and zoning designations seek a balance of the types of uses needed for the community to be well-served. Therefore, considerations for changing the General Plan are typically reserved for situations where there is an imbalance of uses or a need not anticipated at the time the General Plan was adopted.

Staff acknowledges the importance of retaining C-1 zoning districts to allow for commercial needs within proximity to residential neighborhoods. However, the viability of future commercial redevelopment, and the subject property's proximity to the Bernardo Gateway Node within the newly adopted ECRSP should be considered when evaluating this GPI request.

The subject property was developed over 65 years ago and has been utilized as a medical office building ever since. Although this use is still allowable in C-1 zoning district, it attracts customers from beyond the neighborhood, and many patients drive to this destination. Further, the likelihood of redeveloping the subject property to a small retail commercial shopping center is low considering the location of the more established Cherry Chase Shopping Center across the street that offers many neighborhood services. The subject property's location midblock on South Knickerbocker Drive also does not have the visibility and traffic necessary for successful retail. Therefore, this is not a critical site for the City's C-1 inventory.

The subject property is 600 feet south of El Camino Real and is across the street from the ECRSP's Bernardo Gateway Node which allows for mixed-use development with residential densities up to 54 du/ac. A high-frequency bus stop is located at the southeast corner of South Knickerbocker Drive and E. El Camino Real. A General Plan Amendment and rezoning to allow residential uses at the subject property would locate more residents within walking distance to the ECRSP corridor, supporting nearby businesses and potentially reducing greenhouse gas emissions with less need for automobile trips.

Options to Consider

Residential

If the Council decides to allow a GPA application for this site, direction should be given on the residential study parameters. The subject property is near existing medium and high-density residential uses. General Plan land use designations of Medium Density Residential (15-24 du/ac) and High Density Residential (25-36 du/ac) may be considered for consistency with surrounding residential uses. Table 2 below details existing conditions for the surrounding residential uses.

Table 2 - Surrounding Residential Uses

Surrounding Parcels	Existing Use	Year Built	Number of Stories	Number of Units	Parcel Size (acres)	Density (DU/acre)
695 South Knickerbocker Drive (South)	Residential condominiums	1986	3	24	0.79	30
Citra Apartments, 745 South Bernardo Avenue (East, across S. Knickerbocker)	Residential apartments	1968	4	147	4.96	30
Crestview Condominiums (West, in the City of Mountain View)	Residential condominiums	1969	4	90	2.7	33
Cuernavaca Subdivision	Residential - Single-Family	1986	2	173	29.9	6

For the subject property, the potential unit yield within the two possible study densities would range from 15 du/ac (the lowest Medium Density) to 36 du/ac (the highest High Density). Opportunities to increase those numbers may be available through the state's density bonus law and/or the City's Green Building Program.

Medium Density Residential
Townhomes, apartments, and condominiums are typical within the Medium Density Residential General Plan land use designation. Medium density developments are appropriate along arterials (such as El Camino Real) and residential collector streets (such as Knickerbocker Drive) and may also be located near industrial or commercial areas. The typical zoning district is R-3, Medium Density Residential, which allows up to 24 du/ac and three stories in height. In the past 5-10 years this zoning district has primarily yielded townhome developments at 18 units per acre.

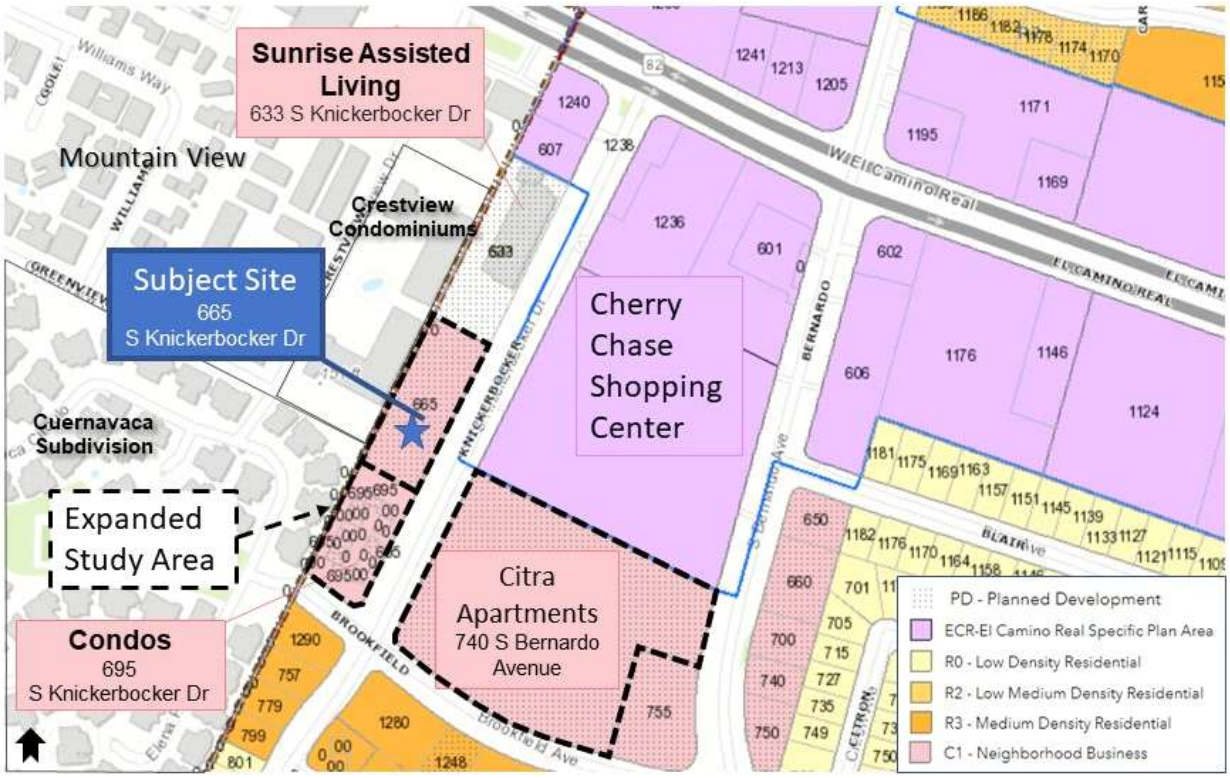
High Density Residential
This designation also provides for densities consistent with apartments or condominiums but at higher densities than the medium density designation. High density developments are typically located next to expressways, major arterial roads, or freeways. Mixed-use projects are also encouraged when sites are located near public transit and where commercial uses would be beneficial to meet a need for service in a residential neighborhood. The typical zoning district is R-4, High Density Residential, which allows up to 36 du/ac and four stories in height. In the past 5-10 years this zoning district has primarily supported apartment developments exceeding the zoning maximum of 36 units per acre through state and local density bonus provisions resulting in an average of 45 dwelling units per acre. The highest density achieved was 52 units per acre.

Expanded Study Area

The subject property is located in between a residential care facility with a General Plan land use designation of Commercial and split zoning of C-1/PD on the southern half and C-2/PD on the northern half; and a residential condominium development with a General Plan land use designation of Commercial and C-1/PD zoning. Across the subject property on the east side of South Knickerbocker Drive are a shopping center with a General Plan land use designation of Commercial and ECR-C zoning; and apartments with a General Plan land use designation of Commercial and C-1/PD zoning. South of the block where these properties are located are parcels with a Medium Density Residential General Plan designation and R-3 zoning.

Although the requested change in General Plan and zoning designations does not directly or indirectly result in spot zoning, to prevent the subject property from being the only parcel on the block with a residential General Plan designation. Staff recommends that a larger study area be considered. It would be appropriate to include the adjacent condominium site to the south at 695 South Knickerbocker Drive and apartment parcel at 745 South Bernardo Drive to the east and across the street. These parcels also have Commercial General Plan and C-1/PD zoning designations but are developed with residential uses and are not expected to redevelop to neighborhood-serving commercial uses. Study of these additional sites would allow the opportunity to adjust the General Plan and zoning designations to align with the current uses. No changes are recommended for the adjacent parcel to the north (assisted living facility at 633 South Knickerbocker Drive) and the other parcel to the east and across the street (Cherry Chase Shopping Center) due to existing commercial uses. This expanded study creates a more uniform and contiguous General Plan and zoning pattern and would avoid potentially spot zoning the subject property.

Figure 1 - Surrounding Uses, Zoning Designations and the Expanded Study Area



Recommended Designations for Study

Residential
Two key considerations for determining a residential density to study are the existing residential densities in the vicinity and proximity to transit and the higher densities allowed in the ECRSP. As noted in Table 2, existing residential densities are in the High-Density Residential range (25 to 36 du/ac). The ECRSP boundary is across the street from the subject property and about 600 feet from El Camino Real. ECRSP properties along El Camino Real have a mixed-use zoning designation of ECR-MU54, which permits base maximum densities of 54 du/ac. As reflected in Alternative 2, staff recommends studying a High-Density Residential General Plan designation for the subject property and expanded study area for consistency with the existing residential densities and to transition from the existing medium residential designations south of Brookfield Avenue to higher mixed-use densities within the subject block of Knickerbocker.

Staff's recommendation differs from the Applicant's request of a Medium Density Residential General Plan designation (Alternative 1). Townhome densities typically range from 18 to 27 du/ac. While townhomes could be built under a High Density Residential designation, they are generally found in Medium Density Residential. If the subject property was reclassified to High Density Residential, a townhome development of 27 du/ac could still move forward, as General Plan Housing Chapter

policy HE-4.3 requires new development to build to at least 75 percent of the maximum zoning density (36 du/ac for High Density Residential). This would require three more units in the applicant's conceptual townhome development proposal.

Below Market Rate (BMR) units are required for new development. Ownership developments require 15% of the units affordable to Moderate income households; rental developments are required to provide 15% of the units affordable to Very Low (5%) and Low (10%) households. As the site is relatively small the number of BMR units would only vary slightly (3.6 vs 5.4) with a High Density General Plan and zoning designation. All density category/zoning districts are eligible for higher densities through local and state density bonus provisions.

There would be consistent General Plan and zoning designations on the block if the subject property were reclassified to Medium Density Residential. However, reclassifying the subject property and the expanded area to Medium Density Residential would make the other two existing residential parcels nonconforming in terms of density, because they are already built at high density.

Staff's recommended study for High Density Residential would regularize the existing residential developments and result in a cleaner and consistent General Plan/zoning pattern and would appropriately transition neighborhood residential densities to the ECRSP.

Commercial (No Change)
If the Council does not authorize the GPI request (Alternative 4), the subject property would continue to retain its commercial designation and could only redevelop to uses consistent with the C-1/PD zoning district (e.g., retail commercial, restaurants, personal services, ground floor dependent office). Residential uses would continue to be prohibited. There are a limited number of C-1-zoned properties in the City and retaining this type of zoning district continues to accommodate a wide range of neighborhood-serving businesses such as restaurants and retail. However, staff believes that this is not a commercially viable site and attracting a commercial use may be difficult.

Even though the subject property, Citra Apartments at 740 South Bernardo Avenue, and condominiums at 695 South Knickerbocker Drive all have Commercial General Plan and C-1/PD zoning designations, they are not located on highly-visible arterials necessary for successful retail. South Knickerbocker Drive is a residential collector street where existing residential uses of varying densities are located. Changing the General Plan land use and zoning designations of the subject property and expanded study area properties would not negatively impact the City's inventory of viable commercial sites. Moreover, two of these properties are already developed with residential uses and will not likely redevelop to commercial uses. These properties are also within walking distance to the ECRSP, the ECR-C (El Camino Real - Commercial) zoning district, which is reserved for the use of commercial-only development and does not permit residential development.

Staffing Limitations
The City is experiencing a very high level of development activity, including very large residential and office projects, in addition to major work efforts on the Moffett Park Specific Plan, update to an expanded Arques Specific Plan, amendments to Block 20 of the Downtown Specific Plan, another General Plan Amendment study for a site on Wolfe Road, and a large number of policy study items in process. The combination of the studies and planning applications creates a limitation of project staffing and management to complete additional tasks; however, staff is recommending approval of the GPI, but suggests that the GPA applications are not submitted until the Moffett Park Specific Plan

update is completed which would assure the appropriate staffing is available to participate General Plan amendment study.

FISCAL IMPACT

There are no fiscal impacts associated with a GPI request. All fees and costs for development processing, related special studies and CEQA analysis would be covered by the Applicant. A GPA study would include a fiscal impact analysis.

PUBLIC CONTACT

As of the date of staff report preparation, staff has not received any public comments on this item.

Notice of Public Hearing, Staff Report and Agenda:

- Published in the *Sun* newspaper
- Posted on the City of Sunnyvale's Web site
- Agenda posted on the City's official notice bulletin board
- Notices mailed to property owners and tenants within 1,000 feet
- Courtesy letter sent to property owners of the expanded study area parcels

See Attachment 4 for the Vicinity and Noticing Map.

ALTERNATIVES

Recommend that the City Council:

1. Initiate a General Plan Amendment Study to analyze amending the General Plan designation from Commercial to Medium Density Residential on 665 South Knickerbocker Drive, pursuant to the Applicant’s proposal and find that the Action is Exempt from CEQA Pursuant to CEQA Guidelines Section 15378(a).
2. Initiate a General Plan Amendment Study to analyze amending the General Plan designation from Commercial to High Density Residential at an expanded area including the Applicant’s property at 665 South Knickerbocker Drive and adjacent properties at 695 South Knickerbocker Drive and 740 South Bernardo Avenue and find that the Action is Exempt from CEQA Pursuant to CEQA Guidelines Section 15378(a).
3. Alternative 1 or 2 with modifications to density and/or study area and find that the Action is Exempt from CEQA Pursuant to CEQA Guidelines Section 15378(a).
4. Commence the General Plan Amendment study after the update to the Moffett Park Specific Plan is completed.
5. Deny the General Plan Amendment Initiation request to consider amending the General Plan designation from Commercial to Medium Density Residential at 665 South Knickerbocker Drive.

STAFF RECOMMENDATION

Recommend to the City Council: Alternatives 2 and 4: 2) Initiate a General Plan Amendment Study to analyze amending the General Plan designation from Commercial to High Density Residential at an expanded area including the Applicant’s property at 665 South Knickerbocker Drive and adjacent properties at 695 South Knickerbocker Drive and 740 South Bernardo Avenue and find that the Action is Exempt from CEQA Pursuant to CEQA Guidelines Section 15378(a); 4) Commence the General Plan Amendment study after the update to the Moffett Park Specific Plan is completed.

Staff's recommendation for an expanded study area at a High Density Residential land use designation would make densities more consistent with existing neighborhood densities, lead to a better transition to higher densities in the nearby ECRSP, and result in a cleaner General Plan/zoning pattern. Although changing the existing designations would result in a loss of commercially-designated properties, these properties are not located along a high-traffic arterial necessary for successful retail, and two of the three study properties are already developed with residential uses. The expanded study area is located adjacent to the ECRSP mixed-use corridor that includes a bus transit stop at El Camino Real and South Knickerbocker Drive. More residential units in this area supports transit ridership and existing and future community-serving retail on the ECRSP corridor. The recommended deferred application submittal date is to better manage already assigned work items.

Prepared by: Shila Bagley, Associate Planner
Reviewed by: George Schroeder, Principal Planner
Reviewed by: Shaunn Mendrin, Planning Officer
Reviewed by: Trudi Ryan, Director of Community Development Department
Reviewed by: Teri Silva, Assistant City Manager
Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. *Reserved for Report to Council*
2. Applicant's Project Description and GPI Letter
3. Applicant's Conceptual Site Plan
4. Vicinity and Noticing Map
5. General Plan Map of Site and Vicinity
6. Zoning Map of Site and Vicinity

MELANIE GRISWOLD
ATTORNEY AT LAW
SBN 234917

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456 W. Olive Ave, Sunnyvale, CA 94086
gschroeder@sunnyvale.ca.gov

cc: Planning@sunnyvale.ca.gov

Via Email

July 27, 2022

RE: Application to Initiate a General Plan Amendment for MandeVilla Project @ 655 S. Knickerbocker Drive (APN: 198-08-036)

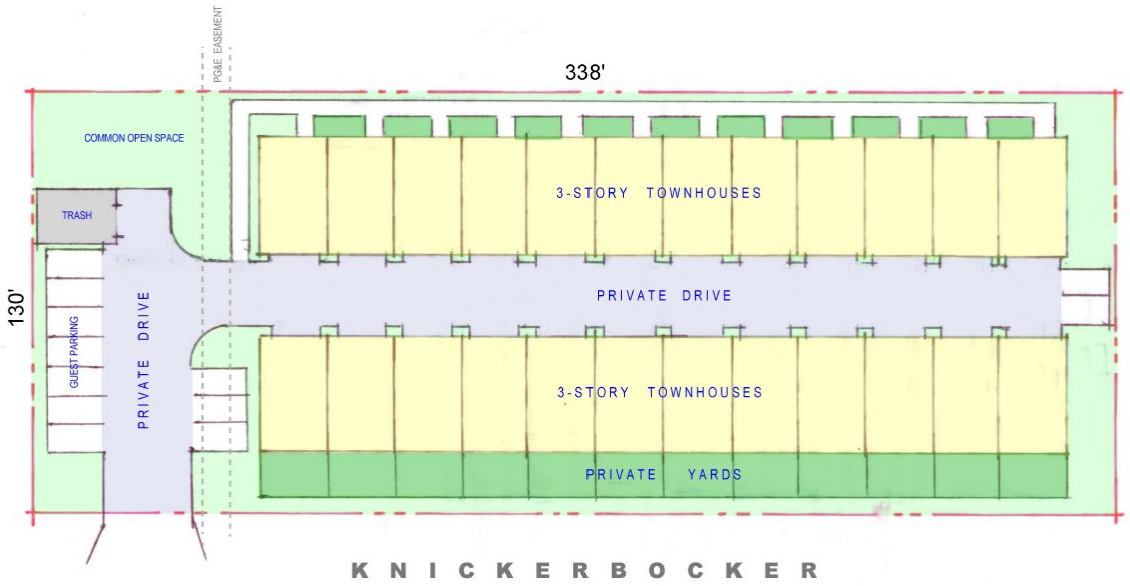
Dear Mr. Schroeder and Sunnyvale Planning Team,

I am pleased to submit a request on behalf of MandeVilla Development, LLC to initiate a General Plan Amendment for 655 S. Knickerbocker Drive (APN: 198-08-036) in Sunnyvale from Commercial to Medium Density Residential. Currently, the 1.01 gross acre site is zoned C-1 and consists of a 11,192 SF, 1950s-style medical office building.

Since 2015, the applicant has been exploring redeveloping the site as a residential use because of its limited viability for commercial use. In 2016, staff recommended R4 zoning in response to a Preliminary Application 2015-8103. In 2021, the applicant attempted to submit plans for a site development permit consistent with an R4 designation but was informed by staff that the General Plan designation of Commercial was no longer seen as supporting residential development.

During subsequent discussions with staff (*i.e.*, Andrew Miner, Noren Caliva-Lepe, Amber Blizinski), it appears that residential remains a supported use for this site, but that it would require a General Plan Amendment and that a less intense designation may be more appropriate because of other General Plan updates that have since focused higher-intensity residential growth in other areas.

The applicant remains open to all residential options, but is most interested in an ownership townhouse concept as presented below:



Changing the General Plan from Commercial to Medium Density Residential to accommodate a project like the one illustrated above would further the following General Plan policies:

1. **GOAL LT-7: DIVERSE HOUSING OPPORTUNITIES ENSURE THE AVAILABILITY OF OWNERSHIP AND RENTAL HOUSING OPTIONS WITH A VARIETY OF DWELLING TYPES, SIZES, AND DENSITIES THAT CONTRIBUTE POSITIVELY TO THE SURROUNDING AREA AND THE HEALTH OF THE COMMUNITY.**

Changing the General Plan to allow townhomes will also further Sunnyvale's fair housing goals and satisfy its policy to provide more owner-occupied housing. An income level of at least $500,000/year is needed to purchase a single-family home in Sunnyvale. This is unattainable for most residents. Alternatives to single-family homes, such as townhomes and condos, are needed to provide residents with a real opportunity for ownership housing; however, these kind of development projects are relatively rare as most developers and institutional investors gravitate to building large multifamily rental projects.

While no specific project is being proposed with the requested GPI, as demonstrated by the 2015 preliminary application and the 2021 attempted submission of a condo project, the applicant intends to build ownership housing and will incorporate on-site affordable units as required to meet Sunnyvale's BMR program.

If townhomes are allowed on this site through a General Plan change, it will provide entry-level ownership housing opportunities for Sunnyvale residents, and it will create high-quality, integrated affordable housing units at no cost to the public.

Specific General Policies Furthered by Proposed GPI:

Policy LT-7.3: Encourage the development of housing options with the goal that the majority of housing is owner-occupied.

Policy LT-7.4: Promote new mixed-use development and allow higher-residential density zoning districts (medium and higher) primarily in village centers, El Camino real nodes, and future industrial-to-residential areas.

Policy HE-1.1: Encourage diversity in the type, size, price and tenure of residential development in Sunnyvale, including single-family homes, townhomes, apartments, mixed-use housing, transit-oriented development and live-work housing.

2. **GOAL HE-6: SUSTAINABLE NEIGHBORHOODS - MAINTAIN SUSTAINABLE NEIGHBORHOODS WITH QUALITY HOUSING, INFRASTRUCTURE AND OPEN SPACE THAT FOSTERS NEIGHBORHOOD CHARACTER AND THE HEALTH OF RESIDENTS.**

As recognized by the General Plan, "[p]rivate development is as important as public improvements in creating a vital, enjoyable and comfortable environment for residents and visitors." (See General Plan, Community Character at p. 4-12). In addition to the benefits identified above (e.g., improved neighborhood compatibility over C-1 zoning and furtherance of fair housing, affordable housing and ownership opportunities), redevelopment of 665 S. Knickerbocker will (1) improve the City's tax base; (2) create a high-quality housing with modern amenities that is compatible with the today's design standards and environmental standards; and (3) the impact fees collected will also help fund parks and other essential City services.

While the goals of neighborhood retail are laudable, it is struggling to survive. Covid-19 and increasing labor costs have only made the problem worse. Unfortunately, no amount of zoning is going to change the macroeconomic forces that are shuttering many of these business.

A General Plan Amendment to Medium Density Residential paves the way for a *viable* development, that is in character with, and will connect to the surrounding uses. This will allow both the applicant and the City to reap the rewards from the time spent working on a development application, and furthers the General Plan goals of revitalizing and improving the City through smart, well-planned development.

Specific General Policies Furthered by Proposed GPI:

Goal CC-3: Well-Designed Sites And Buildings: Ensure that buildings and related site improvements for private development are well designed and compatible with surrounding properties and districts.

Policy HE-6.3: Continue a high quality of maintenance for public streets, rights-of-way, and recreational areas, and provide safe pedestrian, bike, and transit linkages (accessibility) between jobs, residences, transportation hubs, and goods and services.

Policy HE-6.2: Promote neighborhood vitality by providing adequate community facilities, infrastructure, landscaping and open space, parking, and public health and safety within new and existing neighborhoods.

Policy HE-6.6: Encourage use of sustainable and green building design in new and existing housing.

3. GOAL LT-6: PROTECTED, MAINTAINED, AND ENHANCED RESIDENTIAL NEIGHBORHOODS

Allowing higher-density residential at 665 S. Knickerbocker Drive will serve the major goal of LT-6 to protect and enhance residential development because Medium Density Residential is the most compatible designation with the surrounding neighborhood, which consists primarily multi-family and single-family residential uses.

The site is located just outside the El Camino Specific Plan and borders a single-family neighborhood at South-West corner and 3-story multifamily residences to the South and East.[1]

A potential commercial development is not compatible with the primarily residential character of S. Knickerbocker Dr., especially as one moves further away from El Camino Real. Under the current General Plan and C-1 zoning standards, no rear or side setback would be required. Moreover, the minimum 70' setback requirement for C-1 zoning, virtually assures that the site will continue to have a large surface parking lot as its frontage, which is unattractive and diminishes vibrancy. Allowing a use such as the Safeway located across the street at 639 S. Bernardo Ave which has a long, large wall along S. Knickerbocker Drive and large surface parking lot, or an assisted living facility such as the Sunrise of Sunnyvale at 633 S. Knickerbocker Drive that has constant visitors, food deliveries, and regular ambulance traffic, could create negative impacts to the single-family and multi-family residents who live in the neighborhood.

As with the other higher-density 3-story and 4-story multifamily buildings that border the site, a Medium Density Residential development will help buffer the commercial and quasi-commercial uses

[1] I.e., 695 S. Knickerbocker, which is a 3-story multifamily building with tuck-under parking is located to the South, 684 S. Knickerbocker Drive, which is a 3-story multifamily building, is located directly across the street. Behind the property at 1033 Crestview Drive in Mountain View, there is a 4-story multifamily building.

along S. Knickerbocker Drive without overshadowing or changing the neighborhood character. High-quality architecture and landscaping, as would be required by Sunnyvale's Design Standards for any new development, will also help beautify and enhance the area around the site.

Specific General Policies Furthered by Proposed GPI:

LT-6.1c: Use land use and transportation policies, guidelines, regulations, and engineering specifications to respect community and neighborhood identities and values for quality and design.

Policy LT-6.2: Limit the intrusion of incompatible uses and inappropriate development in and near residential neighborhoods, but allow transition areas at the edges of neighborhoods.
LLT-6.2a Where appropriate, use higher-density residential and higher-intensity uses as buffers between neighborhood commercial centers and transportation and rail corridors.

Policy HE-6.1: Continue efforts to balance the need for additional housing with other community values, including preserving the character of established neighborhoods, high quality design, and promoting a sense of identity in each neighborhood.

LT-13.3a: When making land use decisions, anticipate and avoid whenever practical the incompatibility that can arise between dissimilar uses such as the encroachment of residential uses into business areas

Policy SN-8.7: Supplement Figure 6-5 [of the General Plan], "State of California Noise guidelines for Land Use Planning" for residential uses by attempting to achieve an outdoor LDN of no greater than 60 dBA for common recreational areas, backyards, patios and medium and large-size balconies.

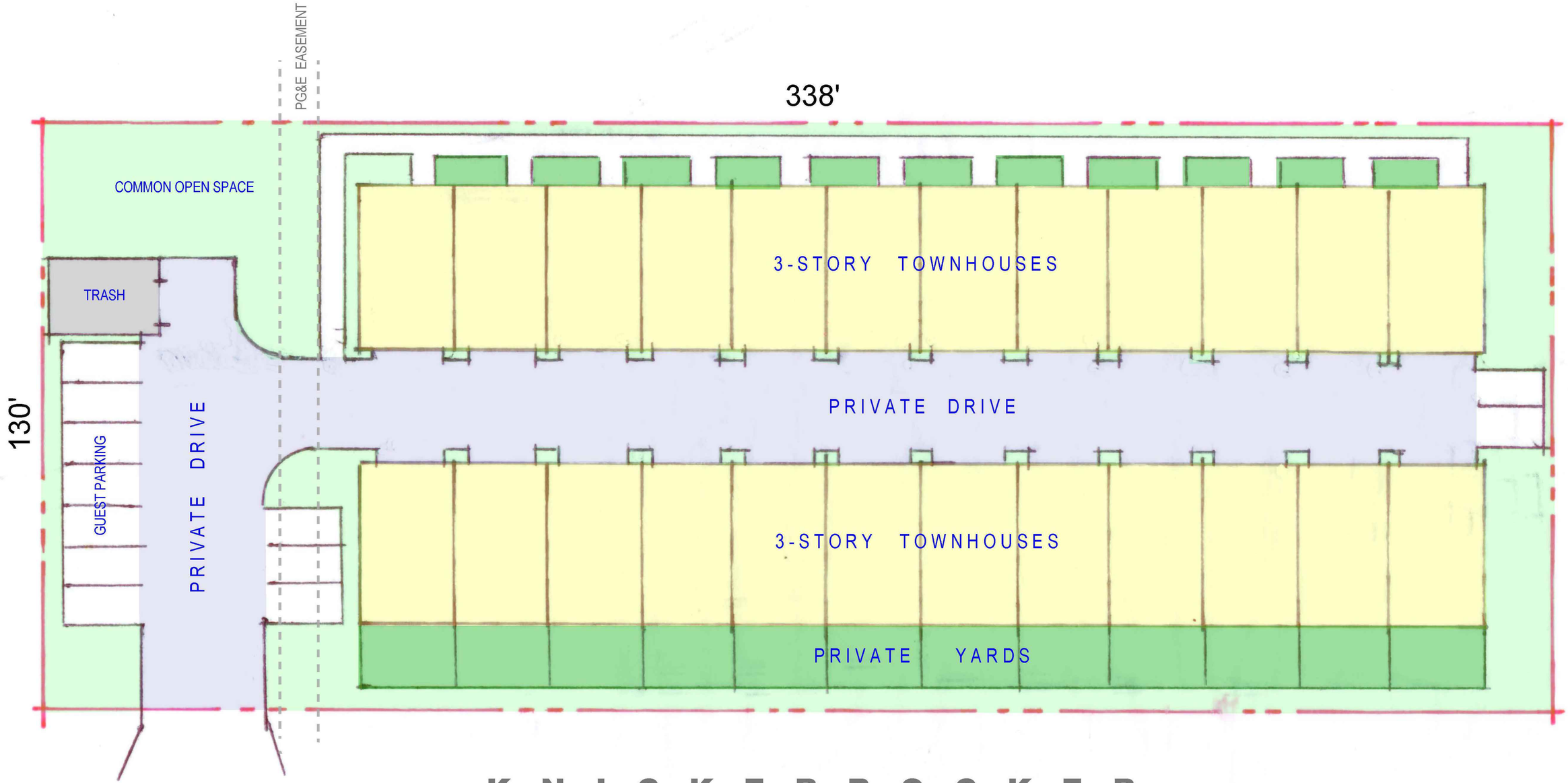
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We hope that staff will support our request for a General Plan change to Medium Density Residential or another residential designation, and we look forward to collaborating with you as we work through the process to develop this site.

Kind regards,



Melanie Griswold



K N I C K E R B O C K E R

1 **CONCEPTUAL SITE PLAN**
3/32" = 1'-0"

TRUE NORTH

MAGNETIC NORTH

0 2' 5' 10' 15'
SCALE : 3/32" = 1'-0"

MANDEVILLA LLC
43951 BOSCELL ROAD,
FREMONT, CA 94538

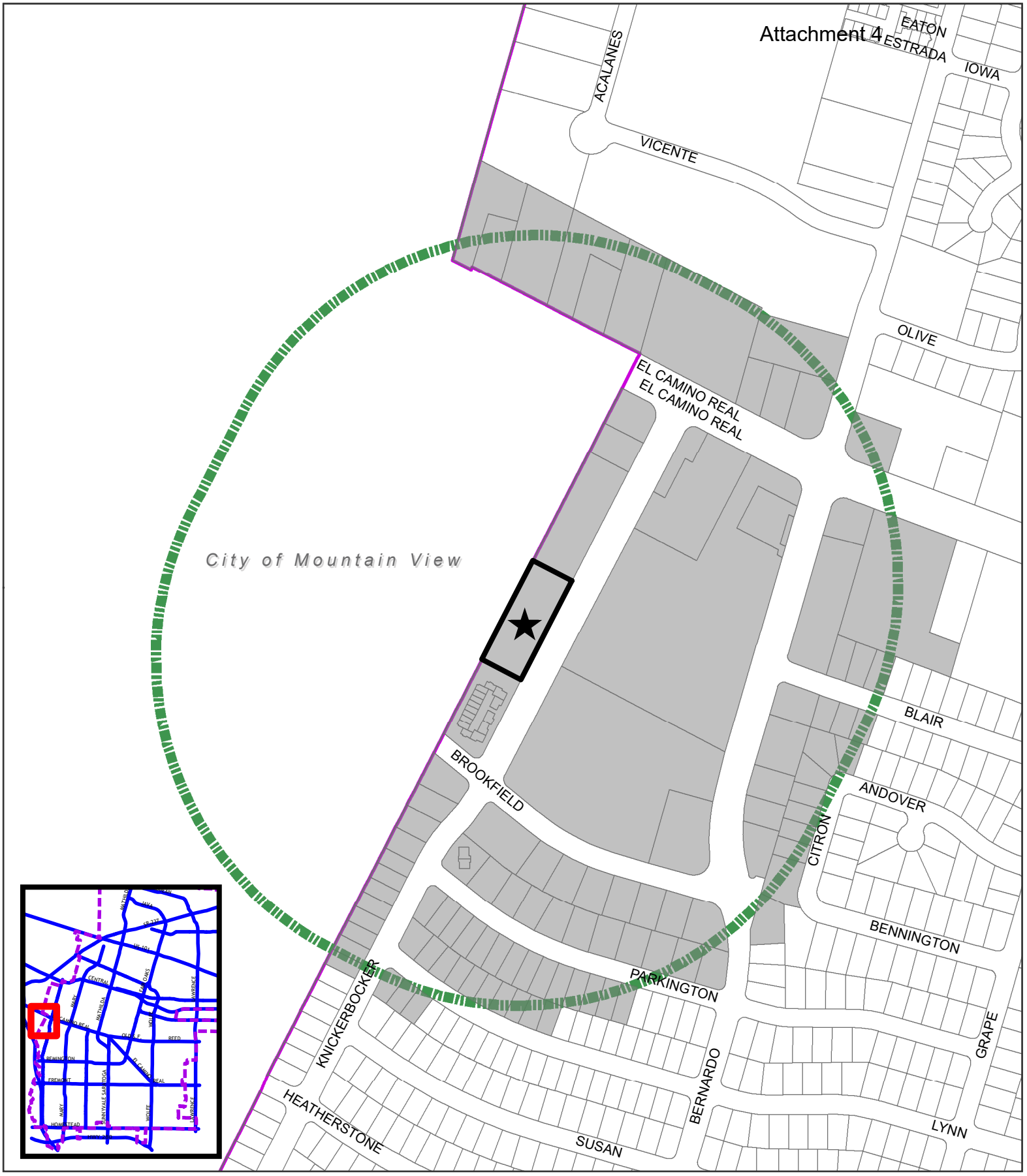
MANDEVILLA
665 S. KNICKERBOCKER DRIVE,
SUNNYVALE, CA

Date:
Scale:
Revisions:

Drawing Title:
CONCEPTUAL SITE PLAN
Sheet No:
A1
of Sheets

LPMD Architects
1288 Kifer Road, #206
Sunnyvale, CA 94086
Telephone : 408-992-0280
Fax : 408-992-0281

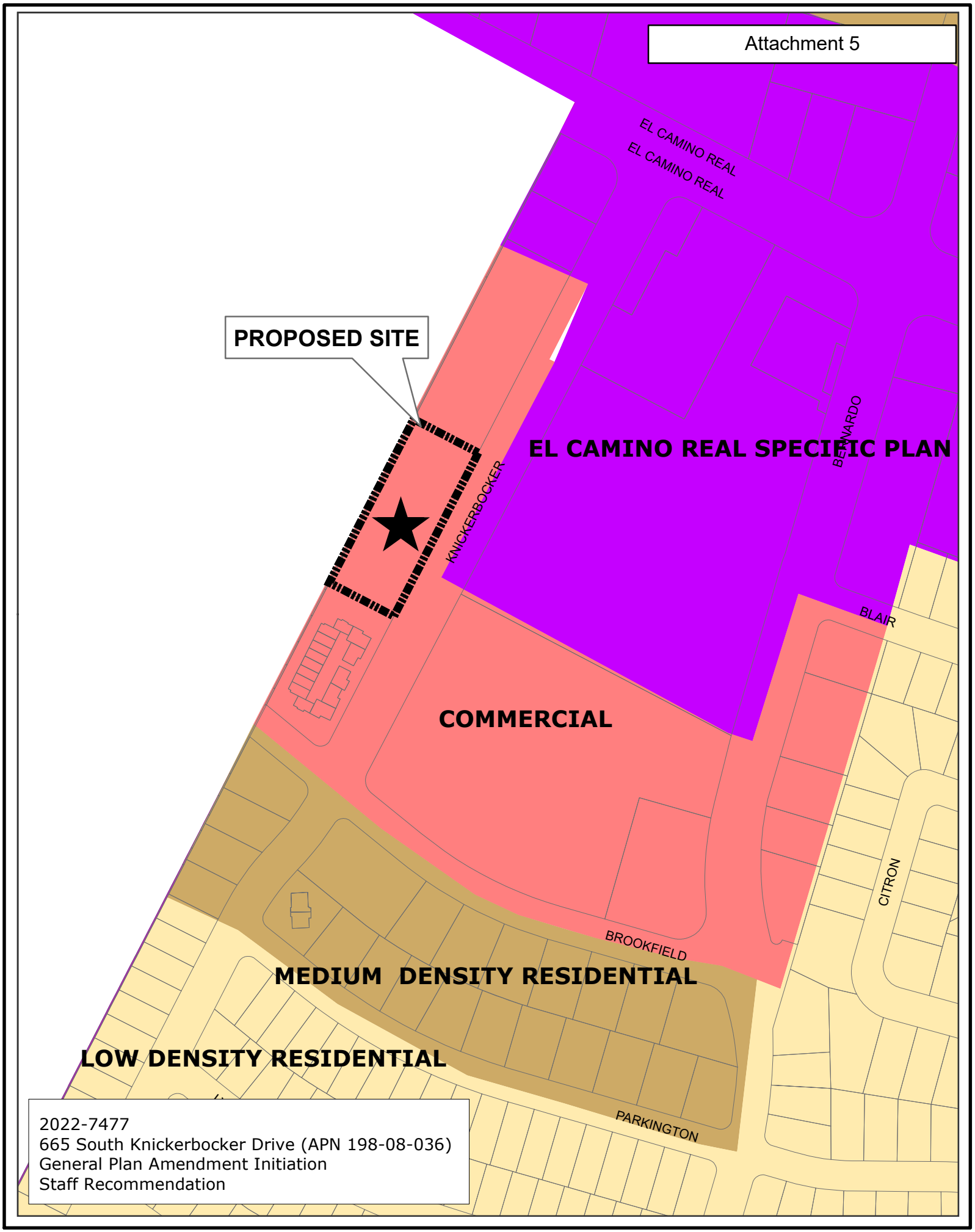
Attachment 4

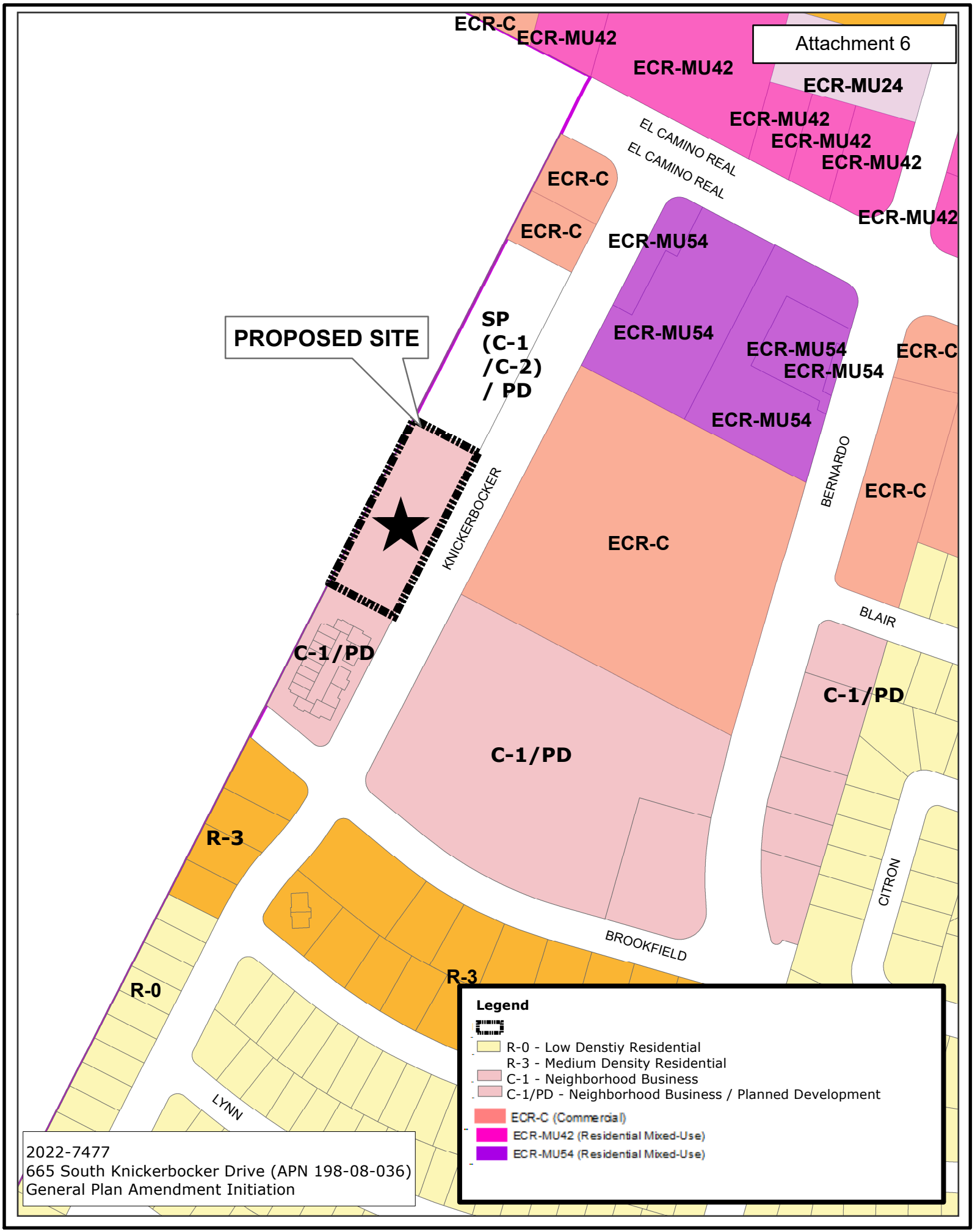


2022-7477
665 South Knickerbocker Drive (APN 198-08-036)
General Plan Amendment Initiation
1000-ft Public Notice Area

0 125 250 500 Feet

N
W E
S


Attachment 5
EL CAMINO REAL
EL CAMINO REAL
PROPOSED SITE
EL CAMINO REAL SPECIFIC PLAN
KNICKERBOCKER
BERNARDO
BLAIR
COMMERCIAL
CITRON
BROOKFIELD
MEDIUM DENSITY RESIDENTIAL
LOW DENSITY RESIDENTIAL
PARKINGTON
2022-7477
665 South Knickerbocker Drive (APN 198-08-036)
General Plan Amendment Initiation
Staff Recommendation


Attachment 6
ECR-C
ECR-MU42
ECR-MU42
ECR-MU24
ECR-MU42
ECR-MU42
ECR-MU42
ECR-MU42
EL CAMINO REAL
EL CAMINO REAL
ECR-C
ECR-C
ECR-MU54
PROPOSED SITE
SP (C-1 /C-2) / PD
ECR-MU54
ECR-MU54
ECR-MU54
ECR-MU54
ECR-C
KNICKERBOCKER
BERNARDO
ECR-C
ECR-C
BLAIR
C-1/PD
C-1/PD
C-1/PD
R-3
BROOKFIELD
CITRON
R-3
R-0
LYNN
Legend
R-0 - Low Denstiy Residential
R-3 - Medium Density Residential
C-1 - Neighborhood Business
C-1/PD - Neighborhood Business / Planned Development
ECR-C (Commercial)
ECR-MU42 (Residential Mixed-Use)
ECR-MU54 (Residential Mixed-Use)
2022-7477
665 South Knickerbocker Drive (APN 198-08-036)
General Plan Amendment Initiation

From: Melanie Griswold <[redacted]>
Sent: Monday, October 10, 2022 6:38 PM
To: PlanningCommission AP
Cc: Steve Saray; [redacted]
Subject: 665 S. Knickerbocker General Plan Initiation Request

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Good Evening Planning Commissioners,

I represent the owner of 665 S. Knickerbocker Drive, Mandevilla LLC. Unfortunately, due to a flight delay, I will be in the air traveling back to the Bay Area during the Planning Commission hearing and will not be able to present as we had anticipated. The project architect Anthony Ho and the owner, Steve Saray, will address you in my absence but I wanted to provide you with my intended remarks ahead of time.

First, I want to express my appreciation for the staff's work and recognition that this site is better positioned for residential than neighborhood commercial. As was discussed in the staff report, developing the site with additional commercial is not viable.

Tonight, I did want to provide some additional background to the owner's efforts to development the site. In 2015, a preliminary application was filed with the City for a residential project. At the time, the General Plan was interpreted to allow residential. The recommendation from staff was to increase the intensity of the development. In 2021, we submitted a site development application with a high density residential project.

At that time, our application was rejected because the General Plan was no longer seen as allowing this use. This prompted a discussion with staff about whether a General Plan change would be supported. We received preliminary support for the change in late 2021 but were told that we needed to wait due to staff constraints that could not accommodate any new GPI requests. In July of this year, nearly a year and a half after we initially submitted the site development permit, our GPI was accepted.

We are very happy that staff supports a change to residential and feel that we can deliver a project that meets either a medium-density or high-density residential designation; however, we are hoping that we can move forward with the GPI before next year. Sunnyvale desperately needs housing now. An ownership housing product like the one we intend to build, will provide much needed ownership opportunities for middle income earners that are simply not there in the single-family market. While we appreciate that there are staff constraints, the majority of the work for this change will be done by the CEQA consultants and, as we know from other projects, that process can take more than a year to complete. Having already waited for the opportunity to submit the GPI, waiting another year is an unwelcome surprise that we are hoping to avoid. We hope that the Planning Commission will recommend to move forward with our General Plan Amendment now so that housing can be built in the next 2 to 3 years, not 4 or 5.

We also want to respectfully suggest that it would be more efficient and a better use of staff resources to limit the General Plan Amendment to our parcel. The expansion of the General Plan Amendment to encompass additional parcels creates a number of issues.

First, it will be very difficult for a project of this size to bear the additional cost and complications that come with adding more parcels to our General Plan Amendment request. As the owner that initiated the GPI, staff has informed us that will be solely responsible for all of the costs of the CEQA study, including the other impacts from the other parcels. We are concerned that the cost of the study will create an undue hardship on the applicant, especially once the 10% contingency and 10% administrative fees are tacked on. Based on our recent experience, we anticipate that the cost of the study could cost several hundred thousand dollars, which could potentially add $7,500+/unit in entitlement fees. For a small project like this one to bear the cost of a CEQA study for three parcels, it could mean the difference between a financially feasible project and one that is not. We are also concerned that the study could result in recommended mitigation measures that would be difficult to parse out in terms of which owner is responsible for them. If all of the mitigation measures end up being assessed only our project, as with the cost of the study itself, this could create an undue financial hardship. The cumulative impacts of changing the General Plan on the three parcels also might move the analysis into a EIR when only an Initial Study might be needed for our parcel

Second, there does not appear to be much benefit to the City from making the General Plan change on the other parcels. The other parcels recommended for inclusion are already developed at high-density residential and are not likely to be redeveloped in the future given that they are likely already at the highest and best use. If the General Plan were to have any on-the-ground effect for these parcels, it would likely be that these older residential buildings would be demolished, which would result in tenant displacement issues that could be avoided by not changing the General Plan. If anything, it appears that a General Plan change may be detrimental to the existing housing stock, particularly for moderate income/naturally occurring affordable housing, which is what appears to be located on the two other Knickerbocker parcels, and that would have to be demolished in order to further develop the site.

Given that the General Plan change for the other two parcels will likely not produce any change of use, or if it does, will result in the loss of older, naturally occurring affordable housing AND adding the additional parcels will result in a more complicated and expensive approval for our site, we are hoping that you will consider limiting the recommended GPI to our parcel only.

Thank you for your consideration,

Melanie Griswold

City of Sunnyvale

Excerpt Meeting Minutes - Final
Planning Commission

Monday, October 10, 2022 | **7:00 PM** | **Telepresence Meeting: City Web Stream | Comcast Channel 15 | AT&T Channel 99**

Special Meeting: Study Session - Canceled | Public Hearing - 7:00 PM

7 P.M. PLANNING COMMISSION MEETING

CALL TO ORDER

Pursuant to Government Code Subdivision 54953(e), the meeting was conducted telephonically; pursuant to state law, the City Council made the necessary findings by adopting Resolution No. 1089-21, reaffirmed on September 27, 2022.

Chair Pyne called the meeting to order at 7:00 PM.

ROLL CALL

Present: 7 - Chair Martin Pyne
Vice Chair Nathan Iglesias
Commissioner Daniel Howard
Commissioner John Howe
Commissioner Michael Serrone
Commissioner Neela Shukla
Commissioner Carol Weiss

PUBLIC HEARINGS/GENERAL BUSINESS

2. 22-0823 **Proposed Project: General Plan Amendment Initiation** to consider amending the General Plan designation from Commercial to Medium Density Residential on a one-acre site.
Location: 665 South Knickerbocker Drive (APN: 198-08-036)
File: 2022-7477
Zoning: C-1/PD (Neighborhood Business with a Planned Development Combining District)
General Plan: Commercial
Applicant / Owner: Mandevilla LLC
Environmental Review: The project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378(a)
Project Planner: Shila Bagley, (408) 730-7418,

sbagley@sunnyvale.ca.gov

Associate Planner Shila Bagley presented the staff report with a slide presentation.

Commissioner Howe and Principal Planner George Schroeder discussed the history of how two parcels adjacent to the study area have commercial zoning designations but are developed with residential uses.

Commissioner Weiss asked whether any data exists regarding the number of medical and dental practitioners within the City across recent years since the proposed project will cause these numbers to decline. She also asked about when the Moffett Park Specific Plan (MPSP) will be completed. In response, Principal Planner Schroeder answered that while the Planning Division does not possess the data she requested, the City's Economic Development Division may. Planning Officer Shaunn Mendrin added that a market analysis may be conducted to determine this information, and he stated that the MPSP is scheduled to be heard at Board and Commission and City Council meetings in the spring of 2023.

Commissioner Weiss confirmed with Principal Planner Schroeder that the proposed project will be funded by the applicant.

Commissioner Serrone confirmed with Principal Planner Schroeder that a market analysis or fiscal impact study will be conducted to determine the impact that the proposed project will have upon the City's revenue. Commissioner Serrone also voiced his concerns about the loss of medical and dental professionals because of the proposed project.

Commissioner Serrone commented that since the proposed project will not move forward until completion of the MPSP, a delay in much-needed residential development is inevitable.

Vice Chair Iglesias conversed with Associate Planner Bagley about why the City recommends high density residential development for the proposed project site as opposed to the medium density residential development requested by the applicant. Associate Planner Bagley explained what would be required of the applicant if high density residential development is approved for the proposed project site.

At Commissioner Shukla's request, Principal Planner Schroeder elaborated upon why two additional parcels are being included in the expanded area study and what the study would entail.

Commissioner Howe confirmed with Principal Planner Schroeder that if the two parcels were to be included in the expanded area study, this would be done at no cost to the property owners of those parcels. Instead, the applicant will fund the study in full.

Commissioner Howe and Principal Planner Schroeder discussed the open space and recreation requirements associated with both medium and high-density developments on the proposed project site. Principal Planner Schroeder stated that every residential development project, including ones on El Camino Real, are subject to these requirements.

Chair Pyne confirmed with Principal Planner Schroeder that the inclusion of the two parcels in the expanded area study will have no significant effect on the timeliness of the study's completion.

Vice Chair Iglesias asked why the applicant is responsible for costs associated with the expanded area study and Principal Planner Schroeder explained why.

Chair Pyne opened the Public Hearing.

Anthony Ho, principal architect for the proposed project, presented the project including additional information.

There were no public speakers for this agenda item.

Steve Saray, applicant and property owner speaking on behalf of Mandevilla LLC, presented the project including additional information.

Commissioner Weiss questioned whether the applicant would reconsider their design for the proposed project to accommodate the inclusion of more units and open space on the proposed project site. Mr. Ho answered that this was considered and presented an alternative design for the proposed project.

Commissioner Weiss confirmed with Mr. Ho that a plan for the proposed project will need to be finalized before the California Environmental Quality Act (CEQA) review may begin. He added that in the event the proposed project is initiated soon, a plan like the alternative design he just presented would be submitted.

Commissioner Weiss confirmed with Mr. Saray that the tenants on the existing property site possess leases of two years or less and that they have already been notified of the proposed project. Mr. Saray also confirmed that no considerations have been made to convert the proposed project's apartments into condominiums at a later time.

Principal Planner Schroeder reminded the Planning Commissioners that the first phase of the General Plan Initiation (GPI) process involves the authorization of a study to consider the land use and zoning designation of the proposed project site. He added that finer details may be discussed as the proposed project progresses.

Commissioner Howe confirmed with Planning Officer Mendrin that due to an insufficient staffing issue, this project may not be prioritized until after completion of the MPSP. As a result, any costs incurred by the applicant for the CEQA study may not be reimbursed if the study is initiated prior to completion of the MPSP. Mr. Saray responded that he understood.

Commissioner Shukla confirmed with Mr. Ho that the alternative design he presented was of a high-density model.

In response to questions posed by Commissioner Shukla, Mr. Saray explained that the existing structure on the proposed project site will need to be rebuilt rather than remodeled since it is not in line with current standards and conditions.

Vice Chair Iglesias discussed the maximum number of dwelling units that the proposed project site may accommodate if it is designated as high density. He also confirmed that the Planning Commission may not waive fees incurred by the applicant since they are standard City fees.

Chair Pyne closed the Public Hearing.

MOTION: Commissioner Howe moved and Commissioner Howard seconded the motion to approve the following:

1.) Initiate a General Plan Amendment study to analyze amending the General Plan designation from commercial to medium and high density residential on 665 South Knickerbocker Drive and find that the action is exempt from CEQA Pursuant to CEQA Guidelines Section 15378(a).
2.) Invite the property owners of the parcels located at 695 South Knickerbocker

Drive and 745 South Bernardo Avenue to join and fund their share of an expanded General Plan Amendment study to analyze amending the General Plan designation from commercial to medium and high density residential and find that the action is exempt from CEQA pursuant to CEQA Guidelines Section 15378(a).
3.) Commence the General Plan Amendment study after the update to the Moffett Park Specific Plan is completed at the discretion of the City Council.

Vice Chair Iglesias asked whether the motion may be revised to indicate high density residential on the proposed project site rather than both high and medium density residential. Commissioner Howe answered that he would prefer that a new motion be made with Vice Chair Iglesias' recommendation if his own motion fails.

Commissioner Howe explained why both medium and high density designations for the proposed project site need to be examined. He also voiced his aim to reduce costs incurred by the applicant by inviting the other parcels to participate in the extended area study of their own accord.

Commissioner Howard spoke in support of staff's inclination to include the other two parcels in the expanded area study and noted his reasons for allowing the City Council to dictate when the General Plan Amendment study may commence.

At Commissioner Serrone's request, Principal Planner Schroeder clarified the requirements that the applicant would be subject to if the proposed project site was designated high density residential. Commissioner Serrone also commented that he is uncomfortable with explicitly stating that the City Council will determine when the General Plan Amendment study commences.

Commissioner Shukla shared her opinion that the applicant should be given the authority to determine whether the proposed project site is designated high or medium density. She added that a medium density site will allow for greater open space.

Principal Planner Amber Blizinski shed light on the timeline of GPI requests and staffing needs involved based on her own experiences with GPIs.

Commissioner Weiss advised that she does not support the motion since the proposed project site should be designated high density and staff should be given the authority to determine its own staffing limitations.

Chair Pyne engaged in a discussion with Principal Planner Schroeder regarding the rezoning of the two parcels adjacent to the proposed project site. He added that, in his opinion, the proposed project site would not be consistent with the uses of the surrounding parcels if it was designated medium density.

Commissioner Howard asked what the outcome might be if the motion did not explicitly state that the General Plan Amendment study would commence after the update to the MPSP is completed and at the discretion of the City Council. Principal Planner Blizinski explained that the purpose of this component of the motion is to set expectations for the timeline of the proposed project.

The motion failed by the following vote:

Yes: 3 - Commissioner Howard
Commissioner Howe
Commissioner Shukla

No: 4 - Chair Pyne
Vice Chair Iglesias
Commissioner Serrone
Commissioner Weiss

MOTION: Vice Chair Iglesias moved and Chair Pyne seconded the motion to approve the following:

1.) Initiate a General Plan Amendment study to analyze amending the General Plan designation from commercial to high density residential on 665 South Knickerbocker Drive and find that the action is exempt from CEQA Pursuant to CEQA Guidelines Section 15378(a).
2.) Invite the property owners of the parcels located at 695 South Knickerbocker Drive and 745 South Bernardo Avenue to join and fund their share of an expanded General Plan Amendment study to analyze amending the General Plan designation from commercial to high density residential and find that the action is exempt from CEQA pursuant to CEQA Guidelines Section 15378(a).
3.) Commence the General Plan Amendment study after the update to the Moffett Park Specific Plan is completed at the discretion of the City Council.

Chair Pyne stated that he is comfortable allowing the City Council to determine whether the General Plan Amendment study may commence following the

completion of the MPSP.

Commissioner Howard agreed with earlier comments made by Commissioner Shukla about how the applicant should be given the authority to determine the proposed project site's density designation.

Commissioner Serrone relayed his understanding of the third component of the motion and spoke in overall support of the motion.

Vice Chair Iglesias expressed that his reason for limiting the proposed project site to high density is rooted in the fact that the applicant and architect confirmed their ability to meet the requirements of this density designation.

Commissioner Weiss agreed with comments made by Vice Chair Iglesias but explained that she is unable to support the motion since staff, not the City Council, should decide the timeline of the proposed project.

The motion carried by the following vote:

Yes: 5 - Chair Pyne
Vice Chair Iglesias
Commissioner Howard
Commissioner Serrone
Commissioner Shukla

No: 2 - Commissioner Howe
Commissioner Weiss

This recommendation will be forwarded to the City Council for consideration at the November 1, 2022 meeting.

22-1011 **Agenda Date:** 11/1/2022

REPORT TO COUNCIL

SUBJECT

Peery Park Specific Plan Amendment Initiation Requests

Two applications in the Peery Park Specific Plan (PPSP) area with requests to increase the allowable office/industrial square footage and to study housing on one of the housing opportunity sites (HOS) (not currently permitted in the plan).

File: 2020-7814
Location: **400-840 W. California Avenue** (APNs: 165-26-009-020)
Proposed Project: **Peery Park Specific Plan Amendment Initiation**
Request to initiate a study to consider 1,027 housing units on the western 13.1 acres and a net increase of 487,000 square feet of office/industrial on the remaining 16.2 acres of the property.
Applicant / Owner: Skidmore, Owings, & Merrill LLP (applicant) / Steelwave LLC (owner)

File: 2021-7022
Location: **505 & 525 Almanor Avenue** (APNs 165-44-001-003)
Proposed Project: **Peery Park Specific Plan Amendment Initiation**
Request to initiate a study to allow a new 135,000 square foot office building and parking structure.
Applicant / Owner: RMW Architecture & Interiors (applicant) / Invesco Advisors, Inc (owner)

Zoning (both sites): PPSP - Innovation Edge (PPSP-IE)
Environmental Review: The decision to initiate a Specific Plan Amendment (SPA) study does not require an environmental review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378(a).
Project Planner: Amber Blizinski, ablizinski@sunnyvale.ca.gov, (408) 730-2723

SUMMARY OF COMMISSION ACTION

The Planning Commission considered this item on October 10, 2022. Three members of the public spoke on the item, two residents who were opposed to the projects and one community member who spoke in support of the project if union labor is used. The final excerpt meeting minutes are in Attachment 13.

The Planning Commission voted 6-1, with Commissioner Serrone dissenting, to recommend approval of the staff recommendation (Alternatives 1, 2, 3, 4, and 5) with the following modification:

- Modify Alternative 1a to allow study of up to 928 housing units at a density no higher than R-5 (Residential High Density).

Public Comment letters are provided in Attachment 12 to the report.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall, at the Sunnyvale Public Library, Senior Center, Community Center and in the Department of Public Safety Lobby. In addition, the agenda and report are available at the Sunnyvale Public Library, Office of the City Clerk, and on the City's website.

ALTERNATIVES

1. 840 W. California Avenue:
   a) Initiate a Specific Plan Amendment study to consider increasing the PPSP development capacity to allow up to 120% FAR of office/industrial square feet (222,672 net new square feet) and up to 743 housing units at a density no higher than R-4.
   b) Consider the relocation of the Libby Water Tower through historic analysis and approvals by the Heritage Preservation Commission and City Council.
   c) Create development standards in conjunction with the proposed land use changes.
   d) Update the PPSP Community Benefits Program.
   e) Coordinate special studies such as traffic analysis, market and fiscal analyses, environmental, infrastructure and utility capacity and conditions, water supply assessment, historic evaluation, parking, etc.

2. 505 and 525 Almanor Avenue:
   a) Initiate a Specific Plan Amendment study to consider increasing the PPSP development capacity to allow up to 100% FAR of office/industrial square feet (136,774 net new square feet).
   b) Evaluate development standards in conjunction with the proposed land use changes.
   c) Update the PPSP Community Benefits Program.
   d) Coordinate special studies such as traffic analysis, market and fiscal analyses, environmental, infrastructure and utility capacity and conditions, water supply assessment, parking, etc.

3. Hermosa Court HOS: Initiate a Specific Plan Amendment study to consider mixed use on the site by increasing the PPSP development capacity to allow up to 100% FAR of office/industrial square feet (389,310 net new square feet) and up to 605 units in conjunction with the GPI requests and inclusive of all necessary studies mentioned in Alternatives 1 and 2.

4. Increased Development Capacity Study: Initiate a Specific Plan Amendment to study a total of 1.2 million net new square feet of office/industrial square feet (inclusive of the above requests) in conjunction with the GPI requests and inclusive of all necessary studies mentioned in Alternatives 1 and 2.

5. Commence the Peery Park Specific Plan Amendment study after the update to the Moffett Park Specific Plan is completed.

6. Approve the GPI Alternatives 1-5 with modifications which may include studying additional housing and office FAR in accordance with the requests made by the 840 W. California Avenue applicant (1,027 housing units at 79 du/acre and up to 157% office FAR).

7. Recommendation by the Planning Commission to approve the GPI Alternatives 1-5 with modifications to Alternative 1a to allow study of up to 928 housing units at a density no higher than R-5 (Residential High Density).

8. Do not initiate the GPIs and do no further study within the PPSP at this time.

STAFF RECOMMENDATION

Alternatives 1, 2, 3, 4, and 5: Allow the SPA in the PPSP to study an increase to the development capacity for the plan area and allow residential units in the HOS, as noted in the Alternatives, along with the required associated environmental studies.

Staff recommends that the City Council initiate coordinated GPA and SPA studies to increase the development capacity in the PPSP and study housing in the two HOS. The PPSP has become a prominent business park and while the plan was adopted in 2016, the development capacity has been depleted and many properties have not had an opportunity to redevelop. The study of 1.2 million net new square feet of office/industrial space would help further redevelopment in the PPSP and accommodate the retention of long-standing Sunnyvale businesses.

Additionally, allowing housing within the HOS would help to further improve the jobs to housing ratio for the City, help the City meet future housing needs, and allow for more opportunities to reduce vehicle miles traveled (VMT) if residents can work and live in close proximity to each other.

Staff notes that the Planning Commission recommendation to modify Alternative 1a to allow study of up to 928 housing units at a density no higher than R-5 (Residential High Density) is a concern for staff and the immediate existing neighborhoods. The applicant may achieve higher densities of R-4 through the use of State Density Bonuses, which would result in additional affordable housing units for the City.

Prepared by: Amber Blizinski, Principal Planner
Reviewed by: Shaunn Mendrin, Planning Officer
Reviewed by: Trudi Ryan, Director, Community Development
Reviewed by: Teri Silva, Assistant City Manager
Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. Report to Planning Commission [No. 22-0115, October 10, 2022] (without attachments)
2. 840 W. California Avenue GPI Request Letter
3. 840 W. California Avenue Project Proposal Data and Conceptual Plans
4. 505 & 525 Almanor Avenue GPI Request Letter
5. 505 & 525 Almanor Avenue Proposal Data and Conceptual Plans
6. Map of the PPSP with Subject Properties Outlined
7. PPSP General Plan and Zoning Maps
8. 2016 PPSP Housing Opportunities Sites Map
9. Noise & Safety Zone Contours from the Moffett Federal Airfield Comprehensive Land Use Plan on PPSP Map
10. Vicinity and Noticing Maps
11. Link to the Peery Park Specific Plan (2016)

12. Public Comments Received

Additional Attachments for Report to Council

13. Excerpt of Final Minutes of the Planning Commission Meeting of October 10, 2022

City of Sunnyvale

Agenda Item

22-0115 **Agenda Date:** 10/10/2022

REPORT TO PLANNING COMMISSION

SUBJECT

Peery Park Specific Plan Amendment Initiation Requests

Two applications in the Peery Park Specific Plan (PPSP) area with requests to increase the allowable office/industrial square footage and to study housing on one of the housing opportunity sites (HOS) (not currently permitted in the plan).

File: 2020-7814

Location: **840 W. California Avenue** (APNs: 165-26-011, 165-26-009, 165-26-010, 165-26-012, 165-26-013, 165-26-014, 165-26-016, 165-26-018, and 165-26-020)

Proposed Project: **Peery Park Specific Plan Amendment Initiation**
Request to initiate a study to consider 1,027 housing units on the western 13.1 acres of the property (79 dwelling units per acre (du/acre) and a net increase of 487,000 square feet of office/industrial on the remaining 16.2 acres of the property for a total of 1,111,134 square feet (157% floor area ratio [FAR]). The site is currently known as the Sunnyvale Business Park and is developed with ten office/R&D buildings totaling 623,456 square feet (49% FAR) and the Libby Water Tower, a Sunnyvale Local Landmark. The site currently only allows for office/industrial uses up to 100% FAR.

Applicant / Owner: Skidmore, Owings, & Merrill LLP (applicant) / Steelwave LLC (owner)

File: 2021-7022

Location: **505 & 525 Almanor Avenue** (APNs 165-44-001, 165-44,002, and 165-44-003)

Proposed Project: **Peery Park Specific Plan Amendment Initiation**
Request to initiate a study to consider merging the parcels (7.2 acres) and allowing a new 135,000 square foot office building and parking structure for a total of 311,858 square feet (99% FAR). The parcels are currently developed with a 166,300 square foot (56% FAR) office building with surface parking. The site currently allows up to 100% FAR with provisions of community benefits; however, the additional 135,000 square feet of office space requires an increase to the Development Reserve.

Applicant / Owner: RMW Architecture & Interiors (applicant) / Invesco Advisors, Inc (owner)

Zoning (both sites): PPSP - Innovation Edge (PPSP-IE)

Environmental Review: The decision to initiate a Specific Plan Amendment (SPA) study does not require environmental review under the California Environmental Quality Act (CEQA) because the initiation of a study does not constitute a project with the meaning of 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. If initiated, the proposed SPA would be subject to the provisions of CEQA.

Project Planner: Amber Blizinski, ablizinski@sunnyvale.ca.gov, (408) 730-2723

REPORT IN BRIEF

The City has received two General Plan Amendment Initiation (GPI) requests related to the PPSP, pursuant to Sunnyvale Municipal Code (SMC) section 19.92.040 (a). The term general plan as used in SMC section 19.92.040 includes "any amendments to a city-adopted precise plan or specific plan." These general plan amendment requests are considered quarterly by the City Council. Because these two requests are both within the PPSP they are considered in one report. Attachment 6 includes a map of the PPSP area showing the subject parcels.

840 W. California Avenue - This request includes an increase to the office/industrial PPSP development capacity for the site, an increase in the development reserve and the inclusion of housing. This site is zoned PPSP-IE and is developed currently with ten office/R&D buildings totaling 623,456 square feet (49% FAR) and the Libby Water Tower, a Sunnyvale Local Landmark. Conceptually, the applicant proposes to:

- Demolish the ten existing buildings and associated surface parking;
- Construct five, four to six-story office buildings totaling 1,111,134 square feet on the east/center portion of the site. Building heights would be considered through the SPA process. A total of 487,000 net new square feet is requested with a total FAR of 157%;
- Construct 1,027 housing units on the remaining 13.1 acres of the site at a density of 79 dwelling units per acre in 15 buildings, ranging from four to eight-stories; and
- Relocate the Libby Water Tower to a different location on the site.

Attachment 2 is the applicant's letter requesting the initiation of the GPA/SPA study and Attachment 3 is a conceptual site plan and project description.

505 & 525 Almanor Avenue - This request includes merging the parcels (7.2 acres) and increasing the office/industrial PPSP development capacity. This site is zoned PPSP-IE and is developed currently with a 166,300 square foot (56% FAR) office building with surface parking. Conceptually, the applicant proposes to:

- Construct one 135,000 square foot four-story office building on the east portion of the site at an FAR of 99%; and
- Construct one five-story parking structure to provide parking for the existing and proposed buildings on the northwest portion of the site.

Attachment 4 is the applicant's letter requesting the initiation of the GPA/SPA study and Attachment 5 is a conceptual site plan and renderings.

Additionally, there is one other HOS that was identified by the Council when the PPSP was adopted in 2016 on Hermosa Court. Staff is recommending inclusion of this HOS if the City Council allows the SPA for the PPSP.

Staff recommends that the Planning Commission recommend that the City Council initiate an amendment to the PPSP for the following:

- Study an increase to the PPSP development capacity for office/industrial uses;
- Study a higher allowable FAR for the 840 W. California Avenue site.
- Study housing on the two housing opportunity areas (HOS) within Peery Plan area; and
- Conduct special studies (to be paid for by applicants) such as: traffic analysis, market and

fiscal analyses, environmental, infrastructure and utility capacity and conditions, water supply assessment, parking, etc.

The City Council is scheduled to consider these requests on November 1, 2022.

BACKGROUND

GPI requests are considered on a quarterly basis through a recommendation from the Planning Commission, and then action by the City Council. The process for considering a General Plan Amendment (GPA) and SPA begins with a written request from a property owner or applicant (Attachments 2 and 4). If the Council approves the GPI, a formal application for a GPA and SPA may be filed. The Council must approve a GPA, SPA, and associated technical and environmental documents before any specific projects may be considered.

The PPSP (see link in Attachment 11) was adopted by the Council in September 2016 (RTC No. 16-0907) with: a development capacity of two million square feet of net new office/industrial uses; 200,000 square feet of net new commercial uses; and up to 215 residential units (allowed only in the PPSP Neighborhood Transition (NT) zoning district). At the adoption hearing, the Council recommended that staff return in one year to consider studying additional housing units in two HOS in the southern portion of the plan area. These are the only viable locations within the PPSP where residential uses are possible while maintaining consistency with the Santa Clara County Airport Land Use Commission (ALUC) Comprehensive Land Use Plan for Moffett Federal Airfield (CLUP) and compatibility with surrounding uses.

Staff returned to Council on January 23, 2018 (RTC No. 17-1107) with a recommendation that the Council not approve the budget modification needed to conduct the housing study until a development project is proposed by the owner of one of the HOS, due to staff resource constraints. The Council approved the staff recommendation and did not fund a study of the amendment to the PPSP for additional housing.

Later in 2018, staff received a GPI request from the owners of the property at 840 W. California Avenue (Sunnyvale Business Park), one of the HOS, requesting to amend the PPSP to allow an increase in the development capacity for office/industrial uses and to allow housing on the eastern portion of the site. Due to workload demands at the time, including updates to four other area plans then in progress, staff recommended, and the Council agreed, to not initiate the requested GPI and associated amendments to the PPSP at that time (RTC No. 18-0940).

The current two GPI applications were filed in late 2020 and early 2021. The applicants were asked by staff to wait to move forward until the Lawrence Station Area Plan (LSAP) and the El Camino Real Specific Plan (ECRSP) were adopted due to staffing constraints. Both plans have been adopted; therefore, staff is moving the GPI applications forward for consideration by the Council.

EXISTING POLICY

SUNNYVALE GENERAL PLAN

The General Plan is the primary policy plan that guides the physical development of the City. When used together with a larger body of City Council policies, it provides direction for decision-making on City services and resources. The 2017 adopted Land Use and Transportation (LUTE) Chapter within the General Plan created an integrated set of polices to guide land use, development, and transportation choices with a horizon year of 2035.The LUTE anticipated that the PPSP area would

experience moderate growth and change within the development capacity that was approved with the PPSP. The LUTE has several policies to improve the jobs-to-housing ratio, promote increases in housing development, support new office and industrial uses, and ensure coordinated development with community benefits.

Regional Participation
Policy LT-1.3: Contribute to a healthy jobs-to-housing ratio in the region by considering jobs, housing, transportation, and quality of life as inseparable when making planning decisions that affect any of these components.

Effective Integration of Transportation and Land Use Planning
Policy LT-3.4: Require large employers to develop and maintain transportation demand management programs to reduce the number of vehicle trips generated by their employees.

An Attractive Community for Residents and Businesses
Policy LT-4.2: Encourage nodes of interest and activity, public open spaces, well-planned development, mixed-use projects, signature commercial uses, and buildings and other desirable uses, locations, and physical attractions.

Supportive Economic Development Environment
Policy LT-11.1: Provide existing businesses with opportunities to grow in Sunnyvale and provide opportunities to expand into new technologies.

Policy LT-11.3: Promote business opportunities and business retention in Sunnyvale.

A Balanced Economic Base
Policy LT-12.4: Attract and retain a diversity of commercial enterprises and industrial uses to sustain and bolster the local economy and provide a range of job opportunities.

Policy LT-12.5: Encourage land uses that generate revenue while preserving a balance with other community needs, such as housing.

Protected Commercial Districts
Policy LT-13.8: Require high design standards for office, industrial, and research and development (R&D) buildings in all business districts.

Specialized Plans and Zoning Tools
Policy LT-14.1: Prepare specific area plans and special zoning tools (including, but not limited to specific plans, precise plans, design guidelines, specialized zoning, and sense of place plans) to guide change in areas that need special attention.

Community Benefits
Policy LT-14.8: Ensure that development projects provide appropriate improvements or resources to meet the City’s future infrastructure and facility needs, and provide development incentives that result in community benefits and enhance the quality of life for residents and workers.

General Plan Land Use Map

The subject properties within the PPSP have a General Plan designation of Peery Park. The General Plan designation provides for uses consistent with the PPSP. Attachment 7 includes General Plan and Zoning land use maps of the vicinity.

PEERY PARK SPECIFIC PLAN

The project sites are subject to the purpose, intent and policies of the PPSP adopted by the Sunnyvale City Council on September 20, 2016. The PPSP includes guiding principles, district policies and a design framework. Projects in the PPSP are subject to a Plan-specific development cap, development standards, design guidelines and an implementation plan that includes Community Benefits.

The purpose of the PPSP is to guide both private and public investment activities in the Plan area, and to support and promote the type of investment that would enhance the beauty and vitality of this major Sunnyvale workplace district.

The PPSP-IE zoning district, which is the current zoning for both applications, allows for a maximum FAR of 100-120 percent (dependent on the location) with inclusion of both flexible and defined community benefits, but does not currently allow housing.

The approval of the PPSP, including environmental review, established a development capacity of two million net new office/industrial square feet. At this time, almost all the development capacity is entitled by projects in various stages of the development process. Therefore, the office/industrial development reserve would need to be increased to allow the level of development proposed by the applicants (a request of 622,000 square feet of net new office square feet). Additionally, increases to the maximum allowable site FAR would need to be authorized to allow the project on 840 W. California Avenue, as proposed.

Finally, housing was not considered within the PPSP area except for the properties along San Aleso Avenue, for which 183 of the 215 units allowed by the plan have been approved. To study adding residential to the HOS, and the increase in the office/industrial development capacity, requires technical studies, modifications to the PPSP and LUTE, and further environmental review.

ENVIRONMENTAL REVIEW

The decision to initiate a General Plan study does not require environmental review under the California Environmental Quality Act (CEQA) because the mere initiation of a study does not constitute a project with the meaning of 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. If initiated, the proposed GPA and SPA would be subject to the provisions of CEQA.

DISCUSSION

The City has received two GPI requests related to the PPSP. Because any GPI request in the PPSP requires a GPA and SPA, they are being considered in one report. A map of the PPSP is attached with the subject properties outlined (Attachment 6). If either of the GPI requests are recommended to continue, the PPSP would be studied once formal GPA and SPA applications are filed and fees are paid. Amendments could include an increase to the development capacity, allowable residential densities for the housing opportunity areas, updates to the PPSP Community Benefits Program, and changes to the development standards and design guidelines as necessary. All technical studies,

environmental review, and modifications to the PPSP would be paid for by project applicants. Technical reports would include a market analysis, fiscal analysis, a local transportation analysis, all required environmental studies, and other studies identified during staff review. A community outreach and engagement effort would be conducted to determine community reaction, preferences, and acceptance of proposed changes.

840 W. California Avenue Site

The 29.3 acre subject site (owned by Steelwave LLC) is bound by California Avenue to the north; the Southern Pacific (Caltrain) railroad tracks to the south; Mathilda Avenue to the east; and the Briarwood Apartment complex to the west. The proposal includes the removal of ten office buildings and the construction of five new office buildings, for a net new total of 487,000 square feet of office/industrial space and a resultant total of 1,111,134 square feet on 16.2 acres of the site. The project also proposes the addition of 1,027 housing units on the remaining 13.1 acres of the site at a density of 79 du/acre in 15 buildings. As shown in the applicant's conceptual site plan and detailed project description (Attachment 3), the three buildings on the west edge of the site would each consist of 13 townhouses up to three stories tall. The remainder of the buildings would be multi-family apartment buildings ranging from four to eight-stories, generally stepping up from the north to the south. The residential parking is primarily provided in the concrete podiums of each residential building, under the second or third level open spaces, and in limited basement areas.

This GPI request is the southernmost property within the PPSP and is surrounded by office/industrial uses to the north (along with a Sunnyvale Fire Station), medium to low-density residential uses to the east, west and some to the north, and commercial uses to the south across the Caltrain tracks and Evelyn Avenue.

The eastern edge of subject property is located approximately 1/8 of a mile from the Sunnyvale Caltrain station and includes a walking path to the station from the property. The western edge of the property is approximately ½ mile to the Sunnyvale Caltrain station. The site is also served by the Valley Transportation Authority (VTA) bus route 523 along Mathilda Avenue near California Avenue.

Conceptual Proposal

A conceptual project proposal was submitted with the GPI application to detail the request and contains an explanation of the GPI request, project data information, and existing and proposed site plans (Attachment 3). The conceptual site plans for this GPI application do not contain significant detail but do show a circle and note to represent where the Libby Water Tower is proposed to be relocated. The actual project would require separate permit consideration if the GPI were initiated and the GPA and SPA were approved, including approval from the Heritage Preservation Commission and City Council for the relocation of the Libby Water Tower since it is a City Designated Local Landmark.

The conceptual proposal consists of the following elements:

- Demolition of ten existing buildings and associated surface parking;
- Construction of five, four to six-story office buildings totaling 1,111,134 square feet (height in feet not yet specified) on the east/center portion of the site. A total of 487,000 net new square feet is requested and a total FAR of 157%;
- Construction of 1,027 housing units on the remaining 13.1 acres of the site at a density of 79 du/acre in 15 buildings ranging in height from four to eight-stories (height in feet not yet

specified);
- Construction of underground/podium parking for the new office and residential uses;
- Relocation of the Libby Water Tower to a different location on the site; and
- New/modified surface parking, landscaping, and site improvements.

Housing Opportunity Site
The western portion of the 840 W. California Avenue site was identified as part of the original PPSP study as one of two HOS that may be suitable for housing in the PPSP because that portion of the site is located *outside* of the Noise and Safety contours of the Comprehensive Land Use Plan (CLUP) for the Moffett Federal Airfield (where residential uses are not allowed). Attachment 9 is a map that shows the noise and safety contours from the CLUP on the PPSP area map. Attachment 8 shows the HOS in the PPSP as submitted to Council in 2016. The portion of the California Avenue site that is located outside of the noise and safety zones of the CLUP is the central/western side of the property. As seen in the maps and the conceptual plan from the applicant, the applicant proposes to include residential on a larger portion of the site (13.1 acres) than the approximate 8.5 acres that was shown on the 2016 map. The applicant has met with a planner from the County of Santa Clara Roads and Airports Department who confirmed that housing could be considered on any portion of the site that is not located within the noise and safety contours. The SPA and the future project would be subject to review by the County staff and possibly the ALUC to ensure the development proposal is consistent with the limitations of the CLUP.

Density
A component of the GPA/SPA would include consideration of the potential minimum and maximum housing densities for this HOS. In addition, a maximum number of units would be established to conduct the environmental review. When the potential housing study was presented to Council in January 2018, potential maximum densities were shown to demonstrate the housing potential up to 68 du/acre; however, changes to the State Density Bonus Law requires the City to calculate maximum density differently than in 2018 because an applicant could now propose a 50% density bonus. Although this may be allowed by State law, it is relatively uncommon; therefore, staff has included a calculation in the table with a State Density Bonus of 20% which may be more realistic. The City has selected the maximum density for the medium (R-3), high (R-4) and very high (R-5) residential zoning districts to demonstrate the potential build out for this site (shown in the table below). Additionally, the applicant's proposal, 79 du/acre has been included in the table. As a note, the 215 units that were previously studied in the PPSP area were adopted with a density allowance similar to the range in the Medium Density Residential (R-3) Zoning District and are located adjacent to a single-family neighborhood and about one mile from the nearest VTA bus stop on Mathilda Ave.

840 W. California Avenue Density Table - 13.1 acres

		R-3	R-4	R-5	Applicant Proposal
	% Increase	24 du/acre	36 du/acre	45 du/acre	79 du/acre
BD		314	472	590	1,035
CGBB	5%	330	495	619	1,087
Assumed SDB	20%	377	566	707	1,242
CGBB + SDB	25%	396	594	743	1,304
Maximum SDB	50%	472	707	884	1,552
CGBB + SDB	55%	495	743	928	1,630

Base Density (BD), City Green Building Bonus (CGBB), State Density Bonus (SDB)

FAR Consideration
Currently FAR consideration above 100%, to a maximum of 120%, is only allowed in the PPSP-IE Futures Sites along Mathilda Avenue, north of Maude Avenue. The remaining PPSP-IE sites have a maximum FAR of 100% and the maximum FAR is only achievable with the inclusion of defined and/or flexible community benefits. The proposed 157% FAR would far exceed the current maximum for the PPSP-IE zoning district. If the Council decided it may be appropriate to study this level of development on this site, the increased allowable FAR would be considered as a part of the GPA/SPA study and associated environmental review. Due to the proximity to the Caltrain station, this property may warrant consideration of a higher maximum FAR than other properties within the PPSP; however, this is much higher than the PPSP originally anticipated.

505 and 525 Almanor Avenue Sites
These sites (owned by Invesco Advisors, Inc) are bound by the U.S. 101 Freeway to the north; Almanor Avenue to the south; Mathilda Avenue to the east; and other office/industrial PPSP properties to the west. The proposal includes merging the parcels (7.2 acres) and allowing a new 135,000 square foot office building and parking structure for a total of 311,858 square feet (99% FAR). The parcels are currently developed with a 166,300 square foot (56% FAR) office building with surface parking. The site currently allows up to 100% FAR with provisions of community benefits. This project would not require any additional modifications to the PPSP to allow the project to exceed what is left in the development reserve. See Attachment 4 for the applicant's request letter and Attachment 5 for the conceptual site plans.

This GPI request area is surrounded by office/industrial uses within the PPSP on all sides and is less than ½ mile walking distance from the VTA bus route 523 stop on Mathilda Avenue.

Conceptual Proposal
A conceptual project proposal was submitted with the GPI application to detail the request and contains an explanation of the GPI request, project data information, the proposed site plan, and some conceptual site illustrations (Attachment 5). The conceptual site plans for this GPI application do not contain much detail but show the location of the existing building and the locations of the proposed new building and parking structure. The actual project would require separate permit consideration if the GPI were initiated, and the GPA and SPA were approved.

The conceptual proposal consists of the following elements:

- Construction of one 135,000 square foot four-story office building on the east portion of the

site. A total of 311,858 square feet is requested and a total FAR of 99% (the proposed new office building exceeds what is remaining in the development reserve);
- Construction of one five-story parking structure to provide parking for the existing and proposed buildings on the northwest portion of the site; and
- New/modified surface parking, landscaping, and site improvements.

FAR Consideration
The proposed 99% FAR is currently allowed for this parcel with provision of defined and flexible community benefits and the applicants are not requesting any increase to the maximum FAR for this project which is 100%.

PPSP SPA Study Parameters
The SPA would consider the development standards of the PPSP and, if the applicants' proposals are considered at the level proposed, staff would study:
- Increased office FAR potential for the 840 W. California Avenue site;
- An increase to the total PPSP development capacity;
- Creation of residential density and development standards for the 840 W. California Avenue site and possibly the second HOS (discussed below), if included by the Council;
- Infrastructure capacity analysis;
- Fiscal and market analyses; and
- Appropriate CEQA/environmental review.

A recommendation hearing would be conducted by the Planning Commission and the final determination would be made by the Council, which would be required to make the following finding to approve the GPA and SPA:

> *The City Council may approve a General Plan or zoning amendment upon finding that the amendment*, *as proposed, changed or modified is deemed to be in the public interest.*

Community outreach would be required as part of any amendment to the PPSP, especially to the nearby residential neighbors. The applicant would be responsible for the costs of all studies as part of the GPA/SPA review process.

If the GPA and SPA are ultimately approved, individual projects may be submitted to the City for review. Staff would then analyze the potential benefits of each project and its compatibility with the development standards, community benefits program, vision, and goals of the PPSP. Part of the project analysis would include a local transportation analysis and other environmental studies, as well as potential visual impacts associated with increased building heights and massing adjacent to residential uses. Each individual project would also include outreach efforts.

Potential Expanded Study Area Option
Additional Housing Opportunity Area (Hermosa Court - Activity Center)
The four parcels on Hermosa Court that are outside the noise and safety zones on the CLUP map combine for a total of approximately 16 acres and are currently developed with one to two-story office/R&D buildings totaling approximately 312,877 square feet. These four parcels are surrounded by PPSP zoning to the north and east, R-3 zoning district to the west, and Central Expressway to the south.

Although the current leases the property owner has with the tenants of the buildings on these parcels minimize opportunities for redevelopment soon, the property owner has indicated interest in exploring a mixed-use concept for these sites, also known as the PPSP Activity Center, in the future. The evaluation of additional housing within the HOS requires significant environmental review and updates to the PPSP; therefore, it would be more efficient to study both HOS now under one SPA instead of in the future under a separate SPA, since both would be equally extensive for staff. Enabling additional office development may suggest that additional housing is needed to maintain or lower Sunnyvale's job to housing ratio.

If the Council decides to include this HOS in the SPA, direction is needed on the maximum density to study. It is important to understand that the maximum density would be used for testing and analyses purposes, and the Council would be able to modify the maximum once the draft plan amendments and environmental documents are prepared. As mentioned above, the 215 units that were previously studied in the PPSP area were adopted with a density allowance similar to the range for the R-3 Zoning District. The City has selected the maximum density for the medium (R-3), high (R-4) and very high (R-5) residential zoning districts to demonstrate the potential build out for these 16 acres (shown in the table below).

Hermosa Court HOS Density Table - 16 acres

		R-3	R-4	R-5
	% Increase	24 du/acre	36 du/acre	45 du/acre
BD		384	576	720
CGBB	5%	403	605	756
Assumed SDB	20%	461	691	864
CGBB + SDB	25%	484	726	907
Maximum SDB	50%	576	864	1,080
CGBB + SDB	55%	605	907	1,134

Base Density (BD), City Green Building Bonus (CGBB), State Density Bonus (SDB)

Development Capacity Beyond Current Requests

In addition to the two GPI requests discussed in this report, staff has received other inquiries from property owners who are interested in proposing development projects beyond the existing PPSP development capacity. Therefore, it would be most efficient for staff to study a slightly higher square footage threshold than the current requests for the increase to the development reserve. This would allow for a more comprehensive evaluation of development within the plan area without additional GPI requests and SPA studies, which are time consuming. If the Council chooses to study more than the current requests, staff has suggested a study threshold in the recommendation that can be affirmed or modified as a part of the motion.

Staffing Limitations

The City is experiencing a very high level of development activity, including very large residential and office projects, in addition to major work efforts on the Moffett Park Specific Plan and a large number of policy study items in process. The combination of the studies and planning applications creates a limitation of project staffing and management to complete additional tasks; however, staff is recommending approval of the GPIs, but suggests that the GPA/SPA applications are not submitted until the Moffett Park Specific Plan update is completed which would assure the appropriate staffing

is available to participate in this PPSP plan amendment study.

Council Considerations

Increased FAR Potential for the 840 W. California Avenue Property

Existing maximum FAR allowances in the PPSP range from 100-120% and the original PPSP development capacity was two million net new square feet of office/industrial. That capacity allowed for ten new office/industrial redevelopment projects throughout the PPSP area at varying FARs (70-110%). Although staff has received many inquiries regarding additional development capacity in the PPSP, there has been only one request for an increase to the maximum allowable FAR. The 840 W. California Avenue property currently has a maximum allowable FAR of 100% but is requesting 157% in the subject GPI application. This FAR would be significantly higher than even the properties that are eligible to propose 120%. While the site on California is the nearest site to the Caltrain within the PPSP, and contains a walkway to the Downtown Sunnyvale Station, allowing 157% FAR would be the highest FAR the City has allowed in an area or specific plan Citywide (with the exception of the Downtown Specific Plan which does allow higher FARs). Additionally, the City already has expressed a desire to not increase the jobs to housing ratio. It may be appropriate to increase the development reserve slightly for the PPSP because it is a prominent business park, it should be evaluated on whether it is in the City's best interest to put most of the new development capacity on one property. However, because the property is located so close to the Caltrain station and Downtown Sunnyvale, staff is recommending that 120% be studied on this site (the highest currently allowed in the PPSP on some properties) if the process moves forward.

Appropriate Study Density

A density study range or maximum unit number must be selected for the future environmental analysis for each of the HOS. As shown above, staff provided the Council with density tables to show the range of units that could be allowed under various densities and is requesting guidance on the appropriate study density.

For the California Avenue HOS, staff is recommending the study of a density consistent with the R-4 zoning district because the residential portion of the site is less than 1/4 of a mile from the Downtown Sunnyvale Caltrain Station and it would serve to help better balance the housing and jobs ratio on the site. The site is adjacent to medium and low-density residential uses and sensitivity to the lower density uses would be essential with the site planning for the project through the SPA process. As a reminder, if the Council allowed for study at 79 du/acre (applicants proposal) or any other density, it would be possible to approve a lower density for the site when the GPA and SPA are presented for adoption and community outreach has been conducted.

If the Council chooses to include the second HOS on Hermosa Court, staff recommends a density consistent with the R-3 zoning district because that would be compatible with existing land use designations of the nearby existing residential uses. This HOS is not located within walking distance of the Downtown Sunnyvale Caltrain Station or any VTA bus routes, which does not make it a prime candidate for a higher density than R-3. Studying housing on this site would provide new housing units and ultimately help to improve the jobs/housing ratio for the City.

FISCAL IMPACT

There are no fiscal impacts associated with a GPI request. All fees and costs for development processing, related special studies and CEQA analysis would be covered by the applicant.

PUBLIC CONTACT

As of the date of the staff report preparation, staff has received no comments on the item.

Notice of Public Hearing, Staff Report and Agenda:

- Published in the Sun Newspaper
- Posted on the City of Sunnyvale's Website
- Agenda posted on the City's official notice bulletin board
- Notices mailed to property owners within 2,000 feet of both properties

See Attachment 10 for Vicinity and Noticing Map.

ALTERNATIVES

Forward a recommendation to the City Council:

1. 840 W. California Avenue:
    a) Initiate a Specific Plan Amendment study to consider increasing the PPSP development capacity to allow up to 120% FAR of office/industrial square feet (222,672 net new square feet) and up to 743 housing units at a density no higher than R-4.
    b) Consider the relocation of the Libby Water Tower through historic analysis and approvals by the Heritage Preservation Commission and City Council.
    c) Create development standards in conjunction with the proposed land use changes.
    d) Update the PPSP Community Benefits Program.
    e) Coordinate special studies such as traffic analysis, market and fiscal analyses, environmental, infrastructure and utility capacity and conditions, water supply assessment, historic evaluation, parking, etc.

2. 505 and 525 Almanor Avenue:
    a) Initiate a Specific Plan Amendment study to consider increasing the PPSP development capacity to allow up to 100% FAR of office/industrial square feet (136,774 net new square feet).
    b) Evaluate development standards in conjunction with the proposed land use changes.
    c) Update the PPSP Community Benefits Program.
    d) Coordinate special studies such as traffic analysis, market and fiscal analyses, environmental, infrastructure and utility capacity and conditions, water supply assessment, parking, etc.

3. Hermosa Court HOS: Initiate a Specific Plan Amendment study to consider mixed use on the site by increasing the PPSP development capacity to allow up to 100% FAR of office/industrial square feet (389,310 net new square feet) and up to 605 units in conjunction with the GPI requests and inclusive of all necessary studies mentioned in Alternatives 1 and 2.

4. Increased Development Capacity Study: Initiate a Specific Plan Amendment to study at total of 1.2 million net new square feet of office/industrial square feet (inclusive of the above requests) in conjunction with the GPI requests and inclusive of all necessary studies mentioned in

Alternatives 1 and 2.

5. Commence the Peery Park Specific Plan Amendment study after the update to the Moffett Park Specific Plan is completed:

6. Approve the GPI Alternatives 1-5 with modifications which may include studying additional housing and office FAR in accordance with the requests made by the 840 W. California Avenue applicant (79 du/acre and up to 157% FAR).

7. Do not initiate the GPIs and do no further study within the PPSP at this time.

STAFF RECOMMENDATION

Recommend Alternatives 1, 2, 3, 4, and 5 to the City Council: Allow the SPA in the PPSP to study an increase to the development capacity for the plan area and allow residential units in the HOS, as noted in the Alternatives, along with the required associated environmental studies.

Staff recommends that the Planning Commission recommend that the City Council initiate coordinated GPA and SPA studies to increase the development capacity in the PPSP and study housing in the two HOS. The PPSP has become a prominent business park and while the plan was adopted in 2016, the development capacity has been depleted and many properties have not had an opportunity to redevelop. The study of 1.2 million net new square feet of office/industrial space would help further redevelopment in the PPSP and accommodate the retention of long-standing Sunnyvale businesses.

Additionally, allowing housing within the HOS would help to further improve the jobs to housing ratio for the City, help the City meet future housing needs, and allow for more opportunities to reduce vehicle miles traveled (VMT) if residents can work and live in close proximity to each other.

Prepared by: Amber Blizinski, Principal Planner
Reviewed by: Shaunn Mendrin, Planning Officer
Reviewed by: Trudi Ryan, Director, Community Development
Reviewed by: Teri Silva, Assistant City Manager
Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. *Not used, Reserved for Report to Council*
2. 840 W. California Avenue GPI Request Letter
3. 840 W. California Avenue Project Proposal Data and Conceptual Plans
4. 505 & 525 Almanor Avenue GPI Request Letter
5. 505 & 525 Almanor Avenue Proposal Data and Conceptual Plans
6. Map of the PPSP with Subject Properties Outlined
7. PPSP General Plan and Zoning Maps
8. 2016 PPSP Housing Opportunities Sites Map
9. Noise & Safety Zone Contours from the Moffett Federal Airfield Comprehensive Land Use Plan on PPSP Map
10. Vicinity and Noticing Maps
11. Link to the Peery Park Specific Plan (2016)

22-0115 **Agenda Date:** 10/10/2022

12. Public Comments Received

STEELWAVE

December 22, 2020
VIA EMAIL

City of Sunnyvale
456 W. Olive Ave
Sunnyvale, CA 94086

Andy & Amber,

The Sunnyvale Business Park ("SBP") ownership requests to initiate a General Plan Amendment for the Sunnyvale Business Park. As you know, we processed a GPI two years ago for study consideration, and although supported by staff and planning commission, the Council decided to not proceed due to staff capacity challenges. Project direction timing is critical to the ownership as the project now has a major Tenant, Raytheon, who currently occupies 3 buildings, vacating the project March of 2022 posing ownership decisions to expend significant capital to upgrade the existing old buildings or preferably build new buildings as proposed in the GPI.

We appreciate the City's revisiting our proposed updated SBP GPI study which now incorporates Staff's recommendations to provide a greater percentage (50% vs 33%) of residential, reducing the office & R&D proposed uses, increased and tiered setbacks and increased parking ratios. Previously supported for study and consideration by City Staff and the Planning Commission, the Sunnyvale Business Park location next to Downtown and the Caltrain station is well located and appropriate for TOD densified development. In replacement of the current two story Office/R&D project totaling 623,456 SF, the proposed project study includes an additional 487,678 SF of office/R&D space plus 1,027 new residential units on the 13.1 acre site. The mix of proposed land uses and densities represent a highly sustainable model for mixed use, inclusive development on one of the most transit-accessible sites in the City, with substantial public benefits including open space and enhanced pedestrian and bicycle circulation. As the project area has experienced some parking issues under the currently 2.5:1,000 project parking ratio, the upgraded proposed project includes 3.0:1,000 parking, approximately a 20% parking ratio increase.

I again look forward to working with the City and Staff on this project. Attached is a project description and completed application. The application fee of $3,964.25 was paid on 1/5/21. Let me know if there is any other required action by the applicant to process the application.

Happy Holidays!!

Best,



Steve Dunn
Senior Managing Director
SteelWave, LLC
415.309.6778

Project Description

The proposed project is a redevelopment of the Sunnyvale Business Park at 840 California Avenue. The site is located diagonally across the Caltrain right of way from the Sunnyvale Caltrain station, and offers one of the few large parcels in the city within walking distance of regional rail transit. Development on the 29.3 acre site currently consists of 1,609 surface parking spaces surrounding nine two-story and one three-story office buildings with a total of 623,456gsf. At the corner at California Avenue and Mathilda Avenue the site is adjacent to an existing fire station, which is not part of the property or project.

The site is part of the Peery Park Specific Plan, but very little buildable area became available for additional office development on this site as part of that plan. Although there have been significant economic challenges related to the COVID-19 pandemic in 2020, the project sponsor believes the long term scarcity of housing and high housing costs will continue in the Sunnyvale area, and in response to feedback over several years from the City the project now proposes a mixed-use redevelopment of this centrally located site including office space and housing. At the conclusion of multiple phases of development, all of the existing buildings would be demolished to allow for the construction of up to fourteen residential buildings and five office buildings. In total, 1,027 new residential units and a net increase of 487,678gsf of office space are proposed. The new residential buildings are grouped on 13.1 acres at the west end of the site, away from the Moffett Field safety zones, while the five new office buildings are located at the east end of the site, adjacent to Mathilda Avenue, the CalTrain ROW, and an existing new office development. The project sponsor recognizes that there are significant parking pressures in the neighborhood. A primary goal of the project is to alleviate these concerns by increasing parking capacity and making more efficient use of each space. Through intelligent management of the parking structures and taking advantage of the shifted demand periods for residential and office parking, the available peak-hour office parking ratios on the site will be increased from the present 2.59:1000 to 3.0:1000, providing significant relief of parking pressure on adjacent public streets. One and a half spaces will be provided for each unit at residential peak hours. The majority of the new parking spaces will be below grade. All vehicular access to the site is from California Avenue in a series of curb cuts which are aligned with the existing street grid to the north.

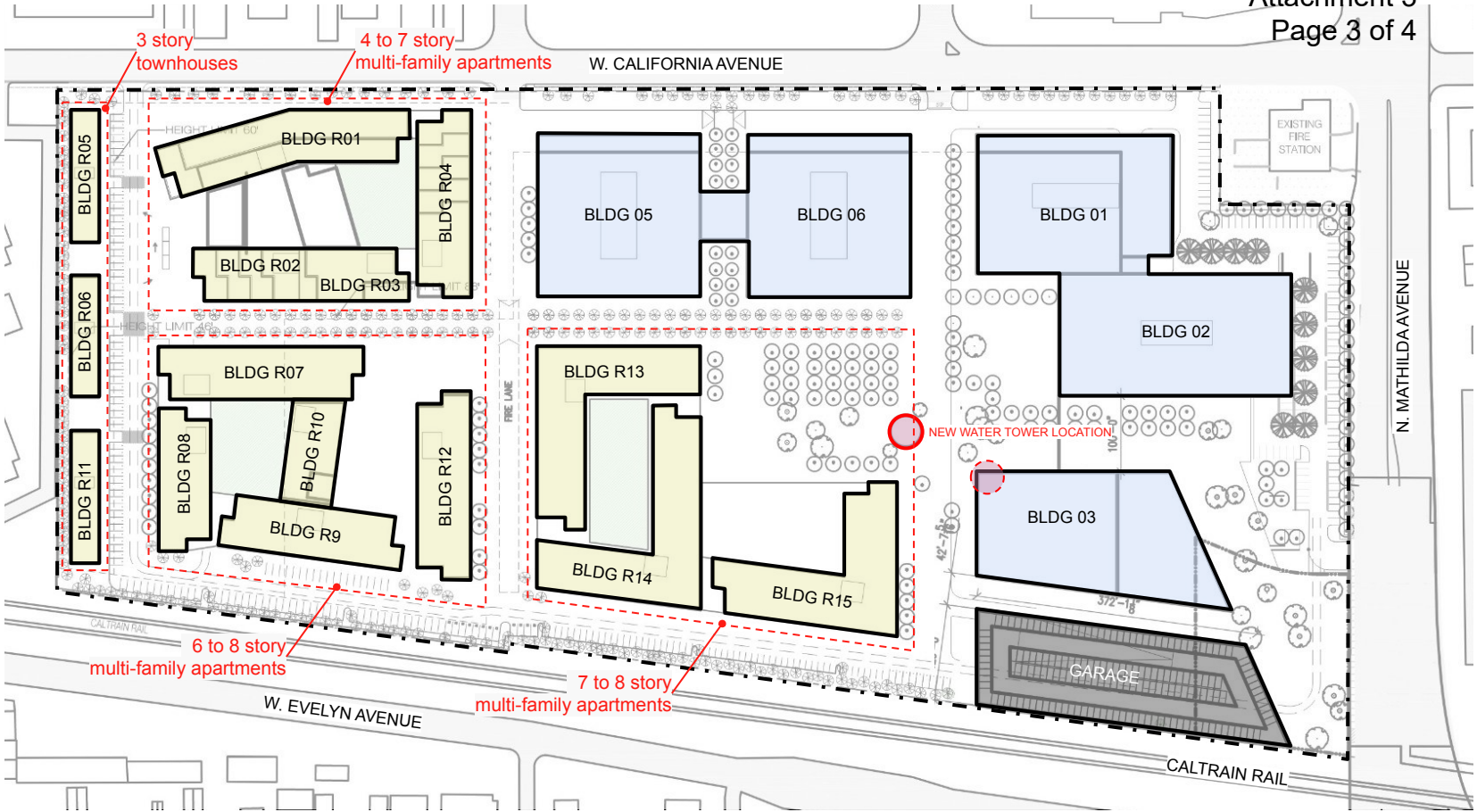
Building heights have been carefully considered relative to adjacent uses, in particular the smaller scaled residential neighborhoods. Residential building heights step up from frontages of no more than three stories at the west and northwest edges of the site to a maximum of 8 stories or 85’ at the center. The office buildings step from a maximum of four stories along California Avenue to six stories at the center of the site and at the southern edge adjacent to the CalTrain ROW. Most importantly, the project increases pedestrian and cycle friendliness by relocating parking below grade, bringing buildings closer to the street edge, significantly enhancing the diagonal connection through the site to the CalTrain station, adding more open space, and adding more active ground floor uses. The site contains one landmark structure, the Libby Water Tower, which will be relocated within the site to a more celebrated location relative to the new pattern of open spaces.

Project Area and Parking Summary

Existing and Proposed

		existing		new	project total
	total	to be demo'd	to remain		
office area	**623,456sf**	**623,456sf**	**0**	**1,111,134sf**	**1,111,134sf**
office total parking	**1,609**	**1,350**	**259**	**3,074**	**3,333**
office surface parking	1,609	1,350	259	0	259
office structured parking	0	0	0	2,370	2,370
office shared parking*	0	0	0	704	704
office parking ratio	**2.58:1000sf**				**3.00:1000sf**
residential area	0	0	0	1,160,622sf	**1,160,622sf**
residential units	0	0	0	1,027	**1,027**
residential total parking	0	0	0	1,541	**1,541**
residential structured parking	0	0	0	1,408	1,408
residential surface parking	0	0	0	133	133
residential parking ratio	0	0	0	1.5:unit	**1.5:unit**

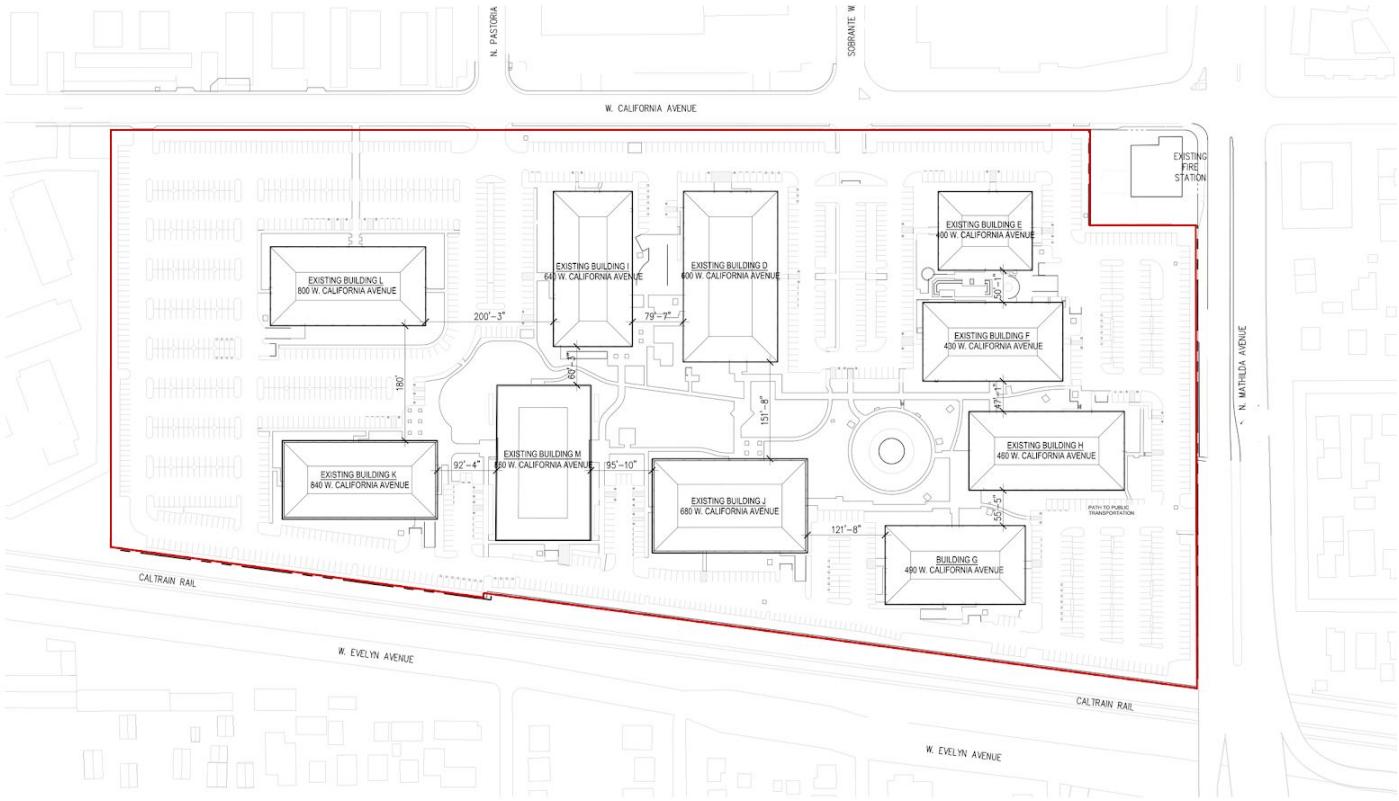
*shared parking assumes up to one half of the total residential spaces are available for office use during the peak office parking hours of 10AM to 4PM (ITE TGM 10th edition)


3 story
townhouses
4 to 7 story
multi-family apartments
W. CALIFORNIA AVENUE
BLDG R01
BLDG R02
BLDG R03
BLDG R04
BLDG R05
BLDG R06
BLDG R07
BLDG R08
BLDG R09
BLDG R10
BLDG R11
BLDG R12
BLDG R13
BLDG R14
BLDG R15
BLDG 05
BLDG 06
BLDG 01
BLDG 02
BLDG 03
EXISTING
FIRE
STATION
NEW WATER TOWER LOCATION
N. MATHILDA AVENUE
GARAGE
6 to 8 story
multi-family apartments
7 to 8 story
multi-family apartments
W. EVELYN AVENUE
CALTRAIN RAIL
CALTRAIN RAIL

Site Plan Diagram



PROPOSED SITE PLAN



EXISTING SITE PLAN

RMW
Architecture
Interiors

30 E Santa Clara St.
Suite 200
San Jose
California 95113

Office
408 294–8000

Fax
408 294–1747

rmw.com

January 12, 2021

Ms. Trudi Ryan, Director
City of Sunnyvale
Department of Community Development
456 W. Olive Ave
Sunnyvale, CA 94086

Dear Trudi,

This letter is being submitted on behalf of Invesco Real Estate, the owner of 505 & 525 Almanor, as our formal request for a General Plan Amendment Initiation to allow additional development within the Peery Park Specific Plan, which has recently reached its stated development capacity maximum.

The proposed project includes a lot merger of both 505 Almanor and 525 Almanor totaling 311,858 square feet / 7.15 acres, and the new development of a 135,000 sf Office/R&D building and associated parking structure to bring the total combined site to a 97% FAR.

Current zoning within the Peery Park Specific Plan allows for this Innovation Edge parcel to exceed its baseline FAR of .55 FAR up to 100% FAR as a Tier 2 Project when providing community benefits.

- Given the location of this Innovation Edge parcel along the US 101 and Mathilda Avenue access into the downtown core, this project presents itself as a true gateway project opportunity for the Owner…and the City of Sunnyvale.
- As represented within the attached master plan and conceptual design studies, it is the intention of the owner to develop strong innovative architectural design for this prominent site for a building of interest, serving as an iconic, high profile, higher value office use as a gateway building leading to the Mathilda corridor.
- Proposed new development leads the way to the emergence of a modern district identity supporting the Park's strategy for Innovation Edge contemporary architecture.
- The owner is proposing a "Zero Net Energy" Class A Office/R&D building to lead the way in community sustainability, showcasing the City's guiding principal of sustainability.
- Project is proposing an open usable landscape both around and under the building, and an activated green roof terrace with outdoor amenity space activating the outdoor environment to bring people together.

RMW
Architecture
Interiors

30 E Santa Clara St.
Suite 200
San Jose
California 95113

Office
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- Proposed project creates synergy with the adjacent development currently under way across the street and anchors the northern edge of this Innovation Edge district.
- Proposed project supports the City's goal of making Peery Park a center of knowledge and innovation.

Invesco Real Estate is a global leader in the real estate investment business focused on core value-add real estate strategies, investing in meaningful projects with a purpose since 1992. With much of the recent new office/R&D development focused on larger end users, this proposed project will help balance the demand of office/R&D with a mix of multi-tenant, scalable users supporting the current and future needs of Silicon Valley businesses.

We are excited about this opportunity to continue the transformation of the Peery Park Specific Plan in leading the way for innovation, and on behalf of Invesco we respectfully request your consideration for this General Plan Amendment Initiation request.

Sincerely,



Russ Nichols
Principal
RMW
408-406-6649
rnichols@rmw.com

PLANNING DIVISION APPLICATION FORM

COMMUNITY DEVELOPMENT DEPARTMENT

PROJECT INFORMATION

Project Address/Location	Assessor's Parcel Number (APN)
505 Almanor Avenue	165-44-001, 165-44-002, 165-44-003

Project Description

The proposed project includes a lot merger of parcels and the new development of a 135,000 sf. "Zero Net Energy" Office/R&D building and associated parking structure. Total project including existing building will be 311,858 sf on 7.15 acres.

PROPERTY OWNER		APPLICANT	
Name Invesco Advisors, Inc on behalf of 525 Almanor LLC.		**Company** RMW architecture & interiors	
Contact Person Kevin Pirozzoli		**Contact Person** Russ Nichols	
Address 101 California St. Suite 1800		**Address** 30 E Santa Clara St. Suite 200	
City San Francisco		**City** San Jose	
State CA	**Zip** 94111	**State** CA	**Zip** 95113
Phone (415) 455-3355	**Email** kevin.pirozzoli@invesco.com	**Phone** (408) 406-6649	**Email** rnichols@rmw.com
Property Owner Signature	**Date** 1/12/2021	**Applicant Signature**	**Date** 1/12/21

CHECK ALL APPLICABLE REQUESTS (OFFICE USE ONLY)

STAFF LEVEL REVIEWS

- $_____ ☐ SF/Duplex Design Review
- $_____ ☐ Large Family Child Care Home
- $_____ ☐ Miscellaneous Plan Permit
- $_____ ☐ Preliminary Review
- $_____ ☐ Tree Removal Permit: None w/ Certified Arborist Report by PG&E
- $_____ ☐ Signs: New (not MSP) Temp. MSP Minor MSP mod.
- $_____ ☐ Architectural Review, Landscaping, Parking & Lighting
- $_____ ☐ Temporary and Unenclosed Use
- $_____ ☐ Vendor
- $_____ ☐ Telecommunication Facility: New Renewal 2-yr Compliance Review
- $_____ ☐ Waiver: Screening Undergrounding
- $_____ ☐ Extension of Time
- $_____ ☐ Other: _____

PUBLIC HEARING REVIEWS

- $_____ ☐ Zoning Administrator Review: DR UP SDP VAR Plan Review Moffett Park
- $_____ ☐ Parcel Map
- $_____ ☐ Tentative Map: Base Fee Per Lot Fee Mod. TM COAs
- $_____ ☐ Planning Commission Review: DR UP SDP VAR Plan Review Moffett Park
- $_____ ☐ City Council Review: GPI GPA/SP Zoning Dist./Text PD HH/S per lot
- $_____ ☐ Heritage Preservation Review: RAP LAP Minor Rev./Change
- $_____ ☐ Environmental Review: IS/Assessment Study Rev. EIR EIR Prep (10%)
- $_____ ☐ Development Agreement: New/Major Mod. Minor Mod. Annual Review
- $_____ ☐ Art Permit (Arts Commission)
- $_____ ☐ Appeal: _____
- $_____ ☐ Engineering Review
- $_____ ☐ Other: _____

TOTAL $_____

PLANNING PROJECT INFORMATION & PAYMENT (OFFICE USE ONLY)

Project Number		Type of Payment ☐ Check #_____ ☐ Credit #_____ ☐ Cash
Accepted By	**Filing Date**	**Receipt #**

(Non-Public Hearing Items Only)

☐ **Approved** ☐ **Approved w/ Conditions of Approval (see letter)** ☐ **Denied** **BY** _____

FOR THE DIRECTOR OF COMMUNITY DEVELOPMENT **DATE**

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January 12, 2021

Ms. Trudi Ryan, Director
City of Sunnyvale
Department of Community Development
456 W. Olive Ave
Sunnyvale, CA 94086

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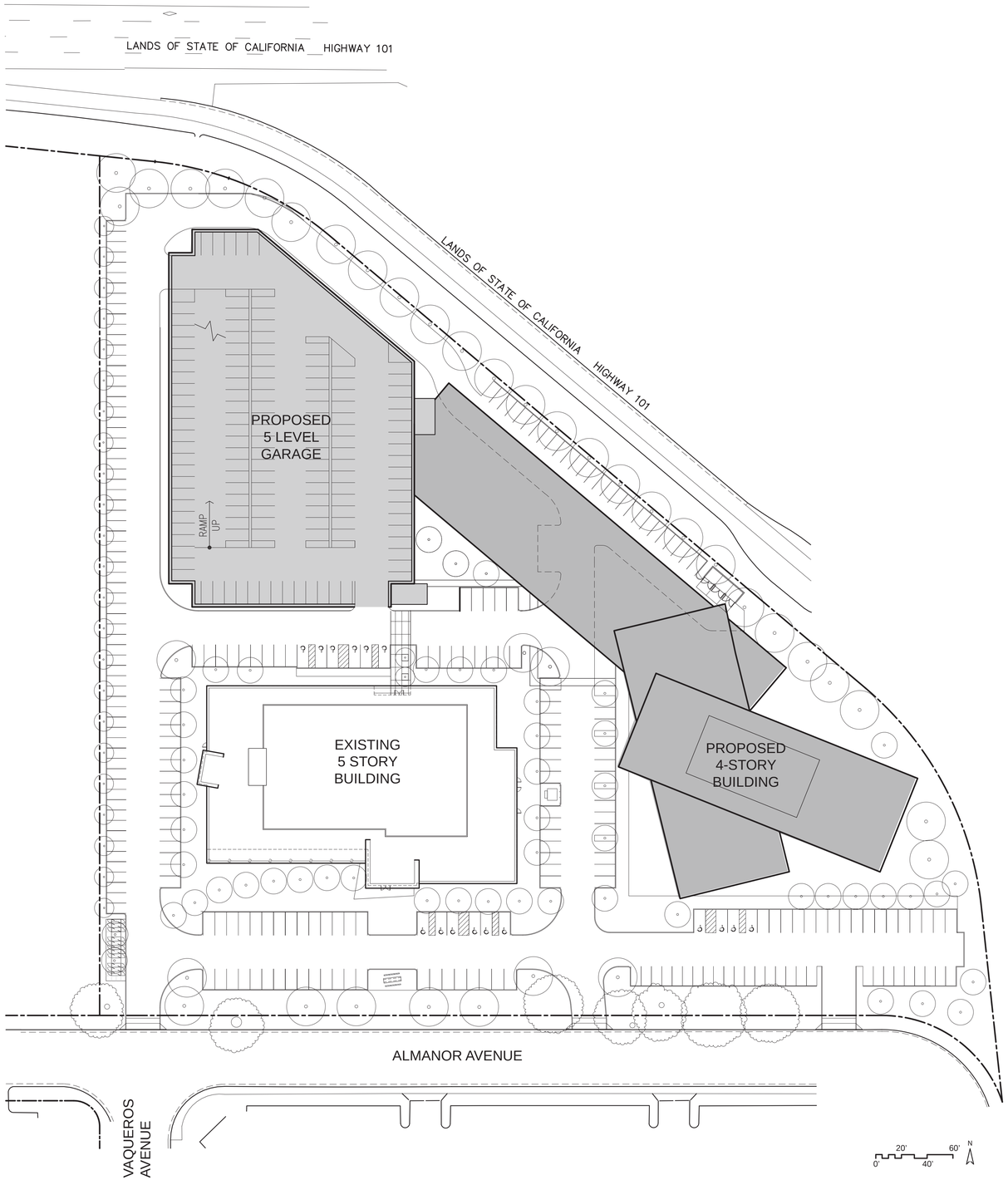
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Sincerely,



Russ Nichols
Principal
RMW
408-406-6649
rnichols@rmw.com



PLANNING PACKAGE FOR:
505 ALMANOR AVE, SUNNYVALE, CA

PROJECT DATA:

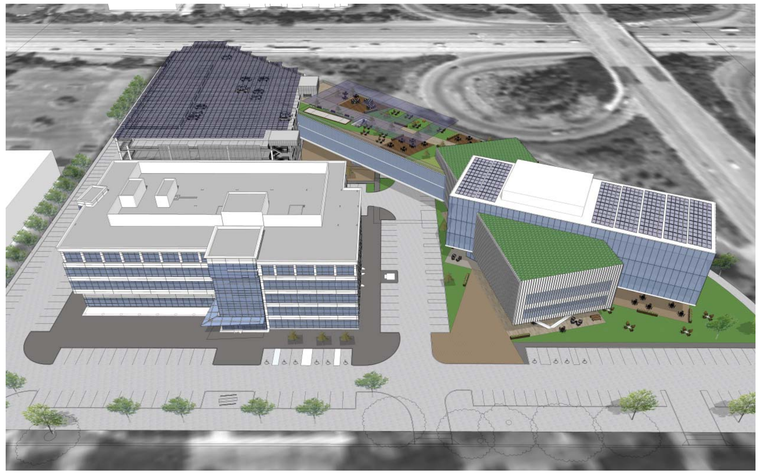
TOTAL SITE	311,585 SF
TOTAL BLDG AREA ALLOWABLE (1.0 FAR)	311,585 SF
EXISTING 525 ALMANOR	166,300 SF
PROPOSED BUILDING AREA:	135,000 SF
PROPOSED FAR:	.96

REQUIRED PARKING: (@ 3.3 PER 1000 SF)
994 STALLS

PARKING PROVIDED:

SURFACE:	286 STALLS
GARAGE:	708 STALLS
TOTAL:	994 STALLS

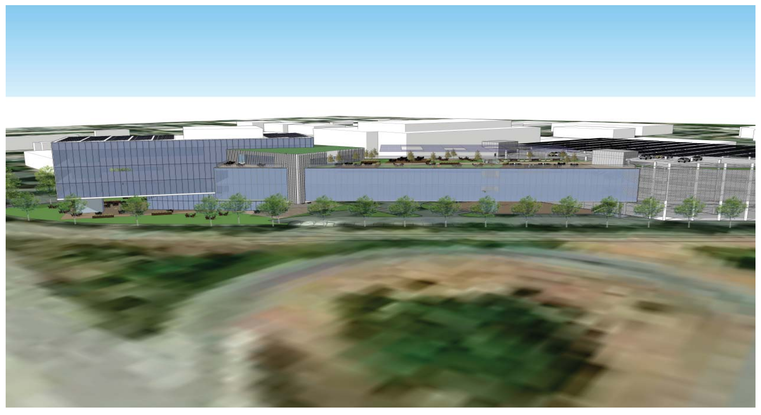




AERIAL VIEW LOOKING NORTH



AERIAL VIEW LOOKING WEST



VIEW FROM MATHILDA OVERPASS



VIEW LOOKING NORTH



AERIAL VIEW



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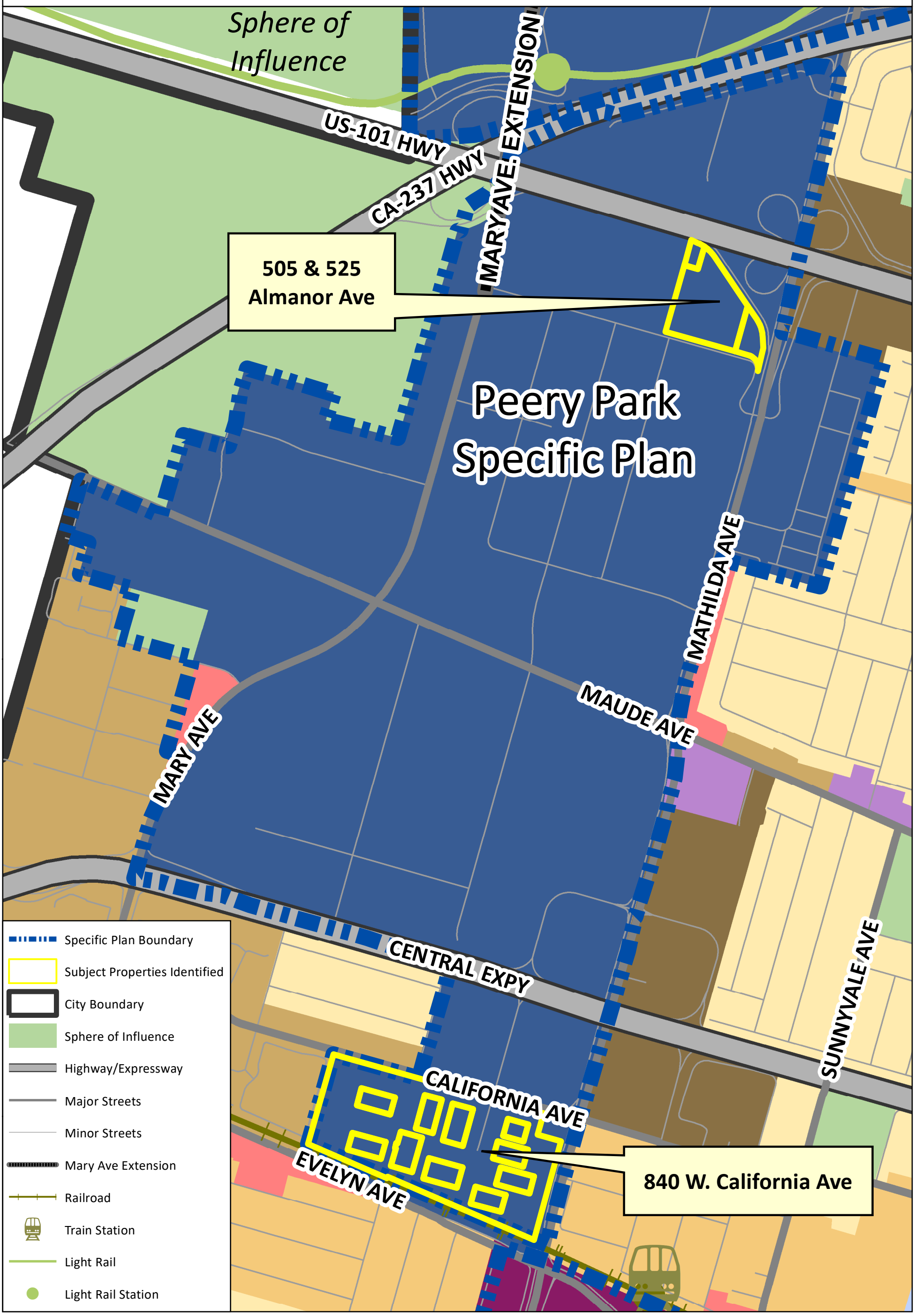
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Peery Park Specific Plan: Subject Properties Identified

0 0.25 0.5 Miles

Sunnyvale

Source: City of Sunnyvale
Community Development Department, 2022



Peery Park Specific Plan: General Plan Map

0 0.25 0.5 Miles

Sunnyvale

Source: City of Sunnyvale
Community Development Department, 2022

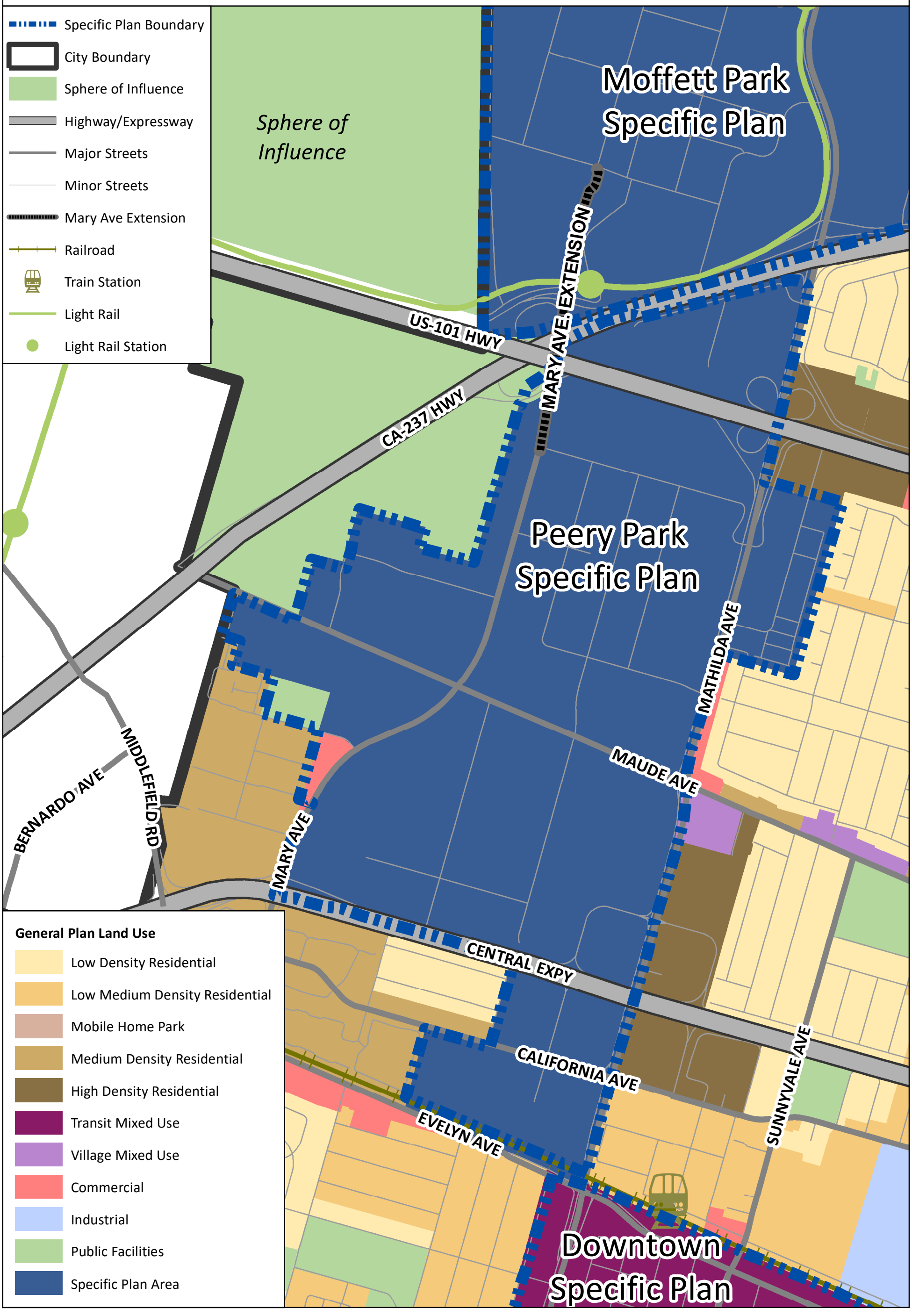
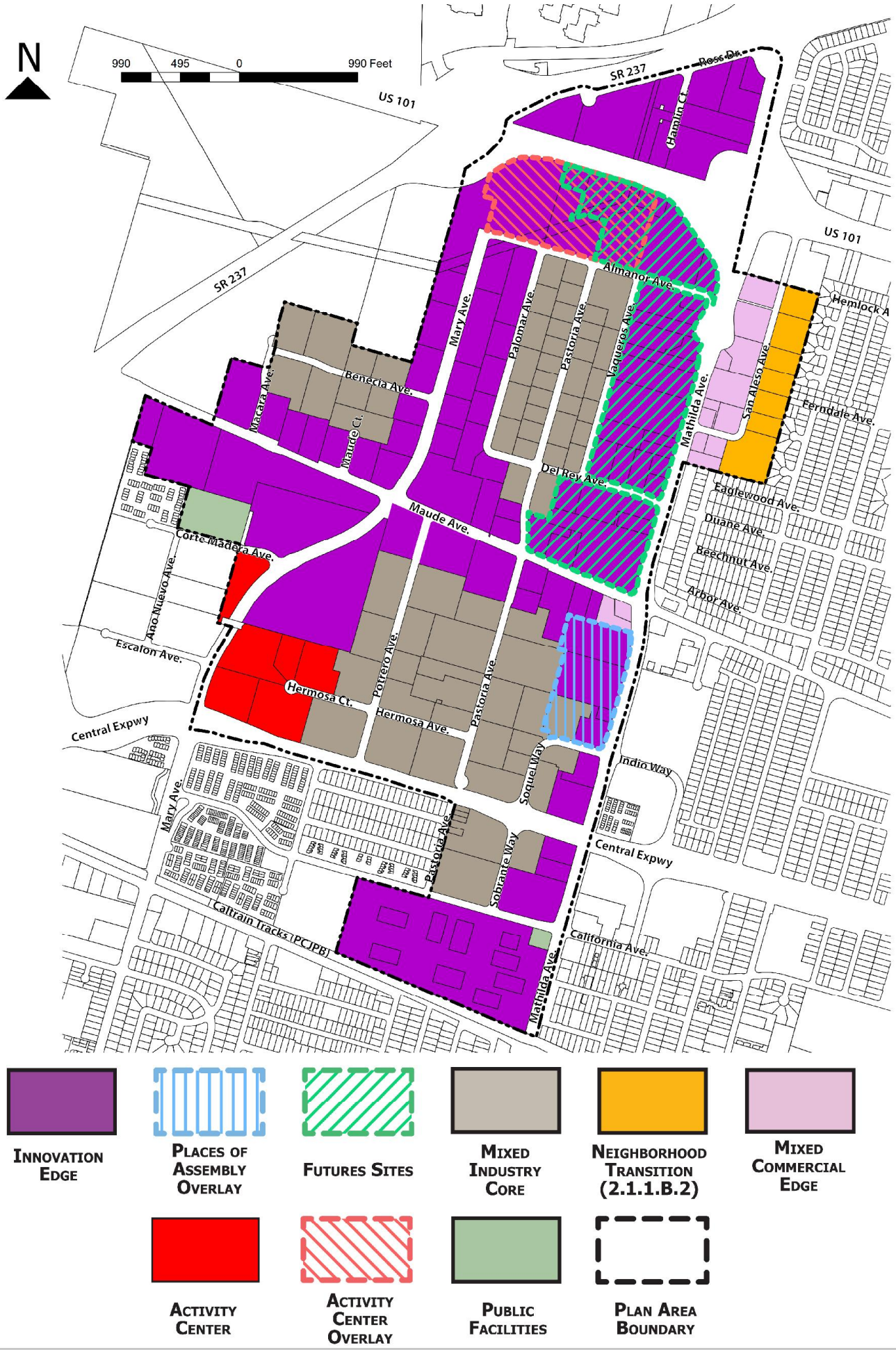


Fig. 2.1.1. Districts Map



Peery Park Housing Opportunity Sites

Sunnyvale

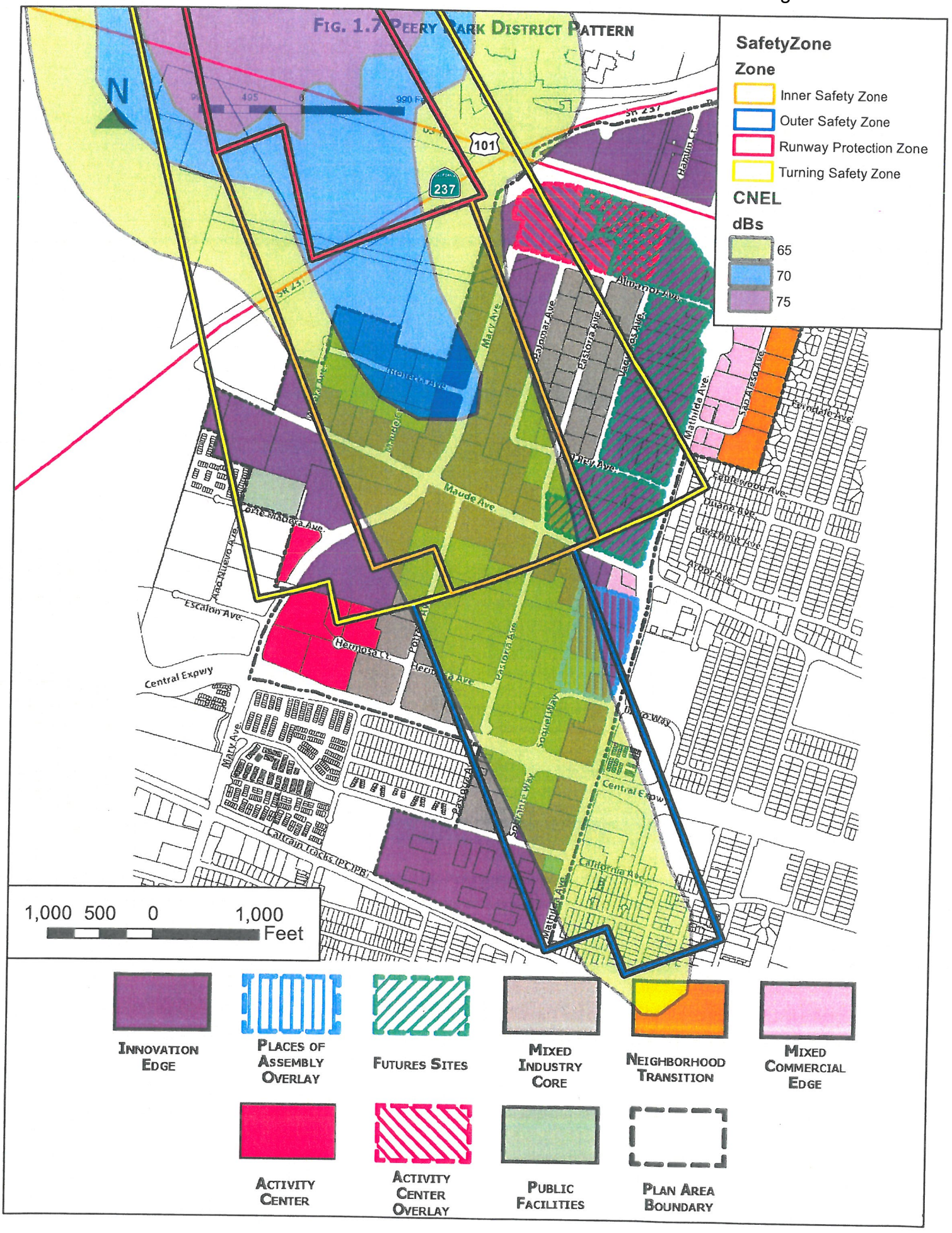
Housing Opportunity Site

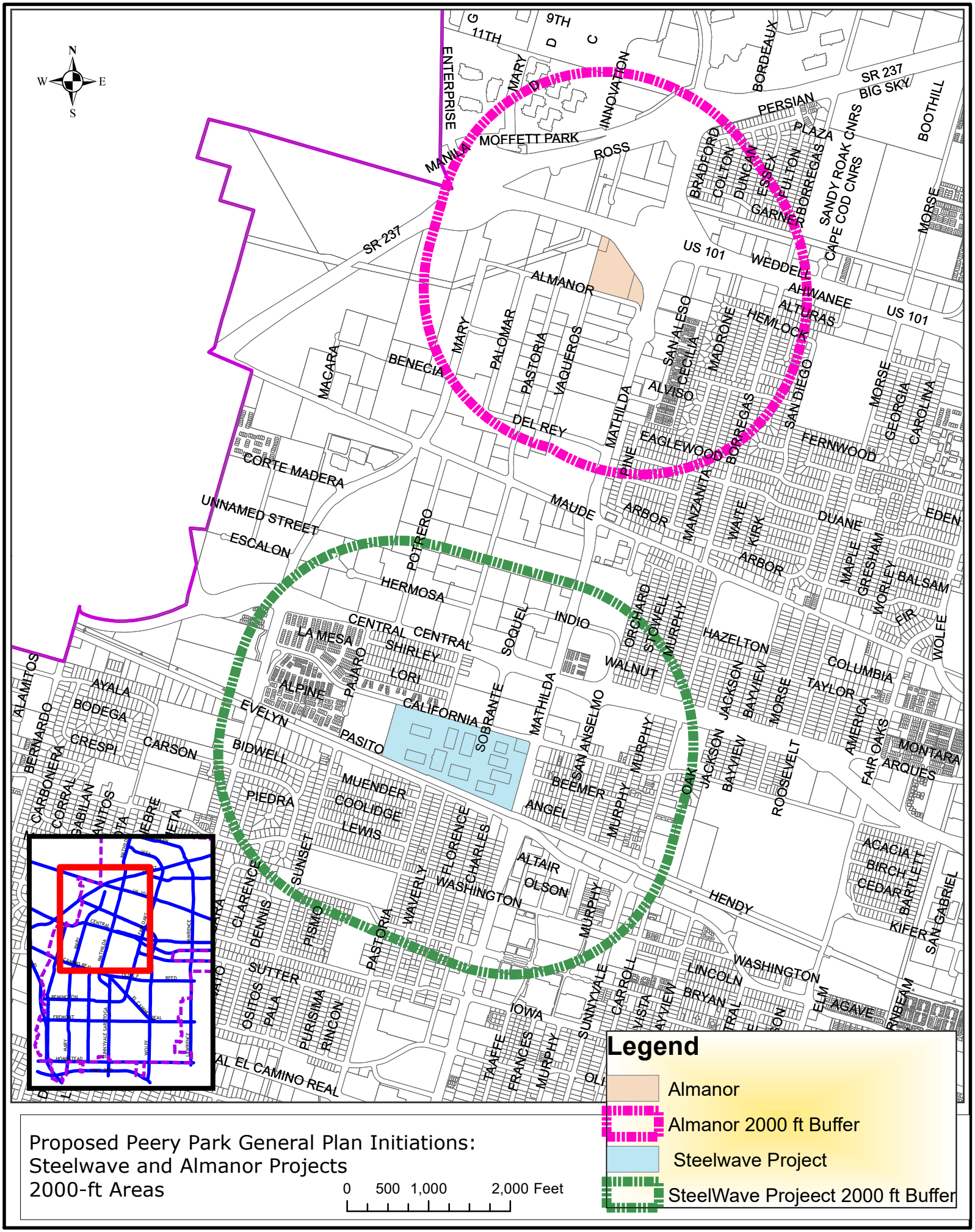
Housing Opportunity Site

0.5 Miles

N

November 2017


FIG. 1.7 PEERY PARK DISTRICT PATTERN
SafetyZone
Zone
Inner Safety Zone
Outer Safety Zone
Runway Protection Zone
Turning Safety Zone
CNEL
dBs
65
70
75
N
101
237
SR 237
SR 237
Mathilda Ave.
Maude Ave.
Central Expwy
Caltrain Tracks (PCJPB)
California Ave.
Matthew Ave.
Escuela Ave.
Hermosa Ct.
Ferndale Ave.
Quane Ave.
Arbor Ave.
1,000 500 0 1,000
Feet
INNOVATION EDGE
PLACES OF ASSEMBLY OVERLAY
FUTURES SITES
MIXED INDUSTRY CORE
NEIGHBORHOOD TRANSITION
MIXED COMMERCIAL EDGE
ACTIVITY CENTER
ACTIVITY CENTER OVERLAY
PUBLIC FACILITIES
PLAN AREA BOUNDARY


N
W
E
S
ENTERPRISE
MARY
11TH
9TH
G
D
C
INNOVATION
BORDEAUX
SR 237
BIG SKY
PERSIAN
PLAZA
BOOTHILL
MANILA
MOFFETT PARK
ROSS
BRADFORD
COLTON
DUNCAN
ESSEX
FULTON
BORREGAS
SANDY ROAK CNRS
CAPE COD CNRS
CARNE
MORSE
SR 237
US 101
WEDDELL
ALMANOR
AHWANEE
ALTURAS
US 101
MARY
PALOMAR
PASTORIA
VAQUEROS
SANTALESO
CECILIA
MADRONE
HEMLOCK
MACARA
BENECIA
ALVISO
SAN DIEGO
MORSE
GEORGIA
CAROLINA
DEL REY
MATHILDA
EAGLEWOOD
BORREGAS
FERNWOOD
CORTE MADERA
PINE
MANZANITA
UNNAMED STREET
ESCALON
MAUDE
ARBOR
WAITE
KIRK
DUANE
EDEN
POTRERO
HERMOSA
ARBOR
MAPLE
GRESHAM
WORLEY
BALSAM
FIR
WOLFE
CENTRAL
CENTRAL
SHIRLEY
LA MESA
SOQUEL
INDIO
ORCHARD
STOWELL
MURPHY
HAZELTON
WALNUT
COLUMBIA
TAYLOR
LORI
PAJARO
ALPINE
CALIFORNIA
SOBRANTE
MATHILDA
SAN ANSELMO
JACKSON
BAYVIEW
MORSE
AMERICA
FAIR OAKS
MONTARA
ARQUES
ALAMITOS
AYALA
BODEGA
BERNARDO
CRESPI
CARSON
EVELYN
PASITO
BIDWELL
CARBONERA
CORRAL
GABILAN
MUENDER
COOLIDGE
LEWIS
PIEDRA
BEEMER
ANGEL
MURPHY
OAK
JACKSON
BAYVIEW
ROOSEVELT
SUNSET
CLARENCE
DENNIS
PISMO
FLORENCE
CHARLES
WASHINGTON
ALTAIR
OLSON
MURPHY
HENDY
ACACIA
BIRCH
CEDAR
BARTLETT
KIFER
SAN GABRIEL
WAVERLY
PASTORIA
SUTTER
OSITOS
PALA
PURISIMA
RINCON
IOWA
SUNNYVALE
CARROLL
LINCOLN
BRYAN
WASHINGTON
ELM
AGAVE
RINGEAM
TAAFFE
FRANCES
MURPHY
AL EL CAMINO REAL
Legend
Almanor
Almanor 2000 ft Buffer
Steelwave Project
SteelWave Projeect 2000 ft Buffer
Proposed Peery Park General Plan Initiations:
Steelwave and Almanor Projects
2000-ft Areas
0
500
1,000
2,000 Feet

Sunnyvale

File #: 22-1011

Link to the Peery Park Specific Plan:

https://www.sunnyvale.ca.gov/home/showpublisheddocument/2778/637822641550770000

ppsp comments

MW Maryann Welch [redacted]
To Drew Taplin

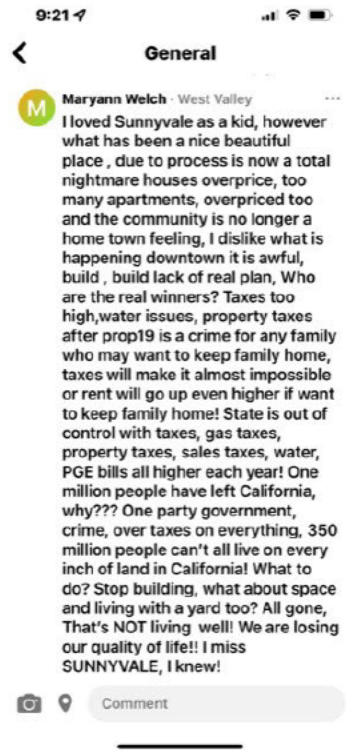
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Mon 10/3/2022 4:42 PM

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You forwarded this message on 10/4/2022 9:31 AM.

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.



Sent from my iPhone

From: Jonathan Lee
To: Drew Taplin
Subject: Proposed Peery Park General Plan Initiations
Date: Sunday, October 2, 2022 9:54:33 PM

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Mr. Taplin,

Thank you for the notice about Proposed Peery Park General Plan Initiations. It is great to to see that more housing co-located with office space could be coming to Sunnyvale. Do you know how the 400-840 W. California Avenue plan will impact parks? If we add a few thousand neighbors, more parks would help maintain livability.

Sincerely,
Jonathan Lee

From: Ellen Brigham
To: Drew Taplin
Subject: Concerns about additional Peery Park development
Date: Sunday, October 2, 2022 10:38:24 AM

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

I am extremely concerned about the new proposal to increase the amount of development in Peery Park. My concerns fall into three categories:

Water scarcity and ongoing drought

The new development will require additional amounts of water to service the proposed residential and office structures. The city has not proven that it can sustain additional development in a continuing drought. As a long-term resident, I will be extremely unhappy (and vote accordingly) if I am required to drastically reduce my already reduced use of water to satisfy additional, unnecessary building.

Population of current structures and underusage of existing structures

The current new housing and business buildings in Peery Park are grossly underpopulated. The homes on San Aleso are very thinly occupied. There is no good reason to build yet more housing if the structures available are not in full use. What is the plan for populating the existing structures?

Bankruptcy of developers and city requirement to maintain unsaleable properties

Development is funded though debt. Should the developers be unable to populate the new structures due to water restrictions, they will default on their loans. The City of Sunnyvale will then have large tracts of unsaleable and unusable property which much be protected from vandalism and misuse. How will that be managed and paid for?

I would greatly appreciate receiving the following data. I look forward to hearing it presented at the Planning and City Council meetings.

Sunnyvale plan for continuing drought – how will water be allocated

Please describe in detail how water will be allocated and restricted in continuing drought conditions. Will there be different rules for residential and business property?

Stats for recently finished office and living structures – percentages of occupancy

Please provide current occupancy statistics for completed residential and business properties as of September 2022. Please also detail how these statistics are collected.

Control points for further development in case of severe drought – when will city declare moratorium on new structures

At what point will the city have to declare a moratorium on new building? What has the planning department determined to be the critical water levels for maintenance of our existing population?

I look forward to your reply.

Best regards,

Ellen Brigham

[redacted]

From: Wesley Yu
To: Drew Taplin
Subject: Comment GPI request on Sunnyvale Business Park
Date: Monday, October 3, 2022 5:22:39 PM

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Hi Drew,
Sending you a separate email regarding my comments on the Sunnyvale Business Park General Plan Initiation:

I support this plan to add residential units to the Sunnyvale Business Park. As a recent burglary victim, I believe that the additional new housing developments would bring more residents and safety to the neighborhood. As I am also aware, there is a shortage of housing units in Sunnyvale. I hope that the allowance of residential in the Sunnyvale Business Park can be extended to all of PPSP. PPSP should allow residential zoning districts and uses. My property on North Pastoria Ave has been adversely affected from this technicality, and I believe the General Plan Initiation is a good time for us to revisit the four affected parcels on N Pastoria Ave.

Thank you

City of Sunnyvale

Meeting Minutes - Final
Planning Commission

Monday, October 10, 2022 | **7:00 PM** | **Telepresence Meeting: City Web Stream | Comcast Channel 15 | AT&T Channel 99**

Special Meeting: Study Session - Canceled | Public Hearing - 7:00 PM

7 P.M. PLANNING COMMISSION MEETING

CALL TO ORDER

Pursuant to Government Code Subdivision 54953(e), the meeting was conducted telephonically; pursuant to state law, the City Council made the necessary findings by adopting Resolution No. 1089-21, reaffirmed on September 27, 2022.

Chair Pyne called the meeting to order at 7:00 PM.

ROLL CALL

Present: 7 - Chair Martin Pyne
Vice Chair Nathan Iglesias
Commissioner Daniel Howard
Commissioner John Howe
Commissioner Michael Serrone
Commissioner Neela Shukla
Commissioner Carol Weiss

PUBLIC HEARINGS/GENERAL BUSINESS

3. 22-0115 **Peery Park Specific Plan Amendment Initiation Requests**
Two applications in the Peery Park Specific Plan (PPSP) area with requests to increase the allowable office/industrial square footage and to study housing on one of the housing opportunity sites (HOS) (not currently permitted in the plan).

File: 2020-7814

Location: **840 W. California Avenue** (APNs: 165-26-011, 165-26-009, 165-26-010, 165-26-012, 165-26-013, 165-26-014, 165-26-016, 165-26-018, and 165-26-020)

Proposed Project: Peery Park Specific Plan Amendment Initiation
Request to initiate a study to consider 1,027 housing units on the western 13.1 acres of the property (79 dwelling units per acre (du/acre) and a

net increase of 487,000 square feet of office/industrial on the remaining 16.2 acres of the property for a total of 1,111,134 square feet (157% floor area ratio [FAR]). The site is currently known as the Sunnyvale Business Park and is developed with ten office/R&D buildings totaling 623,456 square feet (49% FAR) and the Libby Water Tower, a Sunnyvale Local Landmark. The site currently only allows for office/industrial uses up to 100% FAR.

Applicant / Owner: Skidmore, Owings, & Merrill LLP (applicant) / Steelwave LLC (owner)

File: 2021-7022

Location: **505 & 525 Almanor Avenue** (APNs 165-44-001, 165-44,002, and 165-44-003)

Proposed Project: Peery Park Specific Plan Amendment Initiation Request to initiate a study to consider merging the parcels (7.2 acres) and allowing a new 135,000 square foot office building and parking structure for a total of 311,858 square feet (99% FAR). The parcels are currently developed with a 166,300 square foot (56% FAR) office building with surface parking. The site currently allows up to 100% FAR with provisions of community benefits; however, the additional 135,000 square feet of office space requires an increase to the Development Reserve.

Applicant / Owner: RMW Architecture & Interiors (applicant) / Invesco Advisors, Inc (owner)

Zoning (both sites): PPSP - Innovation Edge (PPSP-IE)

Environmental Review: The decision to initiate a Specific Plan Amendment (SPA) study does not require environmental review under the California Environmental Quality Act (CEQA) because the initiation of a study does not constitute a project with the meaning of 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. If initiated, the proposed SPA would be subject to the provisions of CEQA.

Project Planner: Amber Blizinski, ablizinski@sunnyvale.ca.gov, (408) 730-2723

Principal Planner Amber Blizinski presented the staff report with a slide presentation.

Principal Planner Blizinski explained to Commissioner Weiss why an increase to the

development capacity is necessary.

When Commissioner Howe asked Principal Planner Blizinski how long the additional development capacity would last, she replied that the net new square feet of office/industrial space should last at least five years, but that it depends on the market. They also discussed the costs associated with the Special Plan Amendment (SPA) process and who would be responsible for those costs.

Commissioner Serrone thanked Principal Planner Blizinski for her excellent and comprehensive report. They discussed the floor area ratio (FAR) for the proposed project sites relative to the FAR of the Moffett Park Specific Plan (MPSP). Principal Planner Blizinski advised that some members of the public may provide comments on the FAR of the proposed projects. Principal Planner Blizinski confirmed that the development capacity for the original Peery Park Specific Plan (PPSP) were analyzed in 2016 under an Environmental Impact Report.

Commissioner Serrone spoke of his concerns regarding the possibility of delaying the study for the California Avenue site by waiting for the MPSP to be completed and including the other parcels. He also received clarification from Principal Planner Blizinski about the zoning designation for the four parcels on Hermosa Court.

Regarding the relocation of the Libby Water Tower, Principal Planner Blizinski assured Commissioner Serrone that the applicants would need to provide additional information on a feasibility study for moving the heritage landmark and the entire proposal would be heard by the Heritage Preservation Commission.

Vice Chair Iglesias felt that the proximity of the California Avenue site to transit might warrant a higher FAR and questioned staff’s recommendation for the study of 120% FAR. Principal Planner Blizinski explained staff’s perspective for their recommendations and why 157% FAR might not be appropriate for the site. She also suggested that the Planning Commissioners may recommend an alternative FAR to the City Council if desired.

Vice Chair Iglesias asked whether the conceptual site plan for 400-840 W. California Avenue in staff’s slide presentation was based on an FAR of up to 120%. Principal Planner Blizinski stated that the site plan presented is the one proposed by the applicants and that they would have to redesign the site if a lower FAR is studied.

Chair Pyne confirmed with Principal Planner Blizinski that if the land use designation

for the 840 W. California Avenue site will allow residential development, the proposed project at that site would be subject to objective standards outlined by both the state and the City requirements.

Chair Pyne opened the Public Hearing.

Mark Schwettmann (architect and planner at Skidmore, Owings, & Merrill LLP) and Benjamin Yu (representative of Steelwave LLC) presented the project at 840 W. California Avenue including additional images and information.

Commissioner Howard discussed with Principal Planner Blizinski the relationship between density bonus and the number of affordable dwelling units for the proposed project. Principal Planner Blizinski also advised that the Planning Commissioners may set parameters for the housing density that is studied if it differs from staff's recommendation.

At Vice Chair Iglesias' request, Mr. Schwettmann and Principal Planner Blizinski explained plans for both commercial and residential development at the proposed project site as well as the FAR and density allocated for both development types.

Chair Pyne discussed with Mr. Schwettmann and Principal Planner Blizinski the percentage by which the applicant may consider increasing the density bonus for the proposed project site.

Russ Nichols, architect at RMW Architecture & Interiors, presented the project at 505 and 525 Almanor Avenue including additional images and information.

David Lowe, Sunnyvale resident, spoke against the proposed project at 840 W. California Avenue and emphasized the negative impact it will have on existing traffic and parking issues – particularly at the intersection of Mathilda Avenue and California Avenue. He noted that an increase in the number of vehicles on the road will have a negative impact on climate as well.

Humberto Nava, field representative for Carpenters Local 405, advised that the proposed projects serve as a great opportunity to create good paying jobs with health benefits for those in the workforce and their families. He also stressed the importance of creating affordable housing.

Patrick M., Sunnyvale resident, echoed concerns raised by Mr. Lowe regarding

existing parking and traffic issues that will worsen with the approval of the proposed projects. He added that nearby schools may become impacted with the creation of additional residential developments as well.

Mr. Schwettmann and Mr. Yu presented the project at 840 W. California Avenue including additional information.

Based on discussion and concerns in the public comment portion of the item, Principal Planner Blizinski informed the Planning Commission that Assembly Bill (AB) 2097 will eliminate parking minimum requirements for both residential and commercial sites that are within a half mile of public transit which includes the California Avenue site.

Mr. Nichols presented the project at 505 and 525 Almanor Avenue including additional information.

Chair Pyne closed the Public Hearing.

Chair Pyne discussed with Principal Planner Blizinski the traffic analysis that would be conducted as part of the Specific Plan Amendment and the proposed projects and what it would entail.

Commissioner Howard initiated a discussion on a potential motion and explained his reasoning.

At Vice Chair Iglesias' request, Commissioner Howard explained why he proposed a density maximum of R-5 for the proposed project at 840 W. California Avenue.

Commissioner Serrone received clarification from Principal Planner Blizinski regarding the elimination of parking requirements associated with AB 2097 and the designation of an activity center on Hermosa Court.

Principal Planner Blizinski reiterated that the Planning Commissioners may set parameters for the FAR that is studied.

Commissioner Shukla revealed that she is supportive of a greater FAR than 120% as well as a density maximum of R-5 for the proposed project at 840 W. California Avenue.

MOTION: Commissioner Howard moved and Commissioner Shukla seconded the motion to approve Alternatives 1, 2, 3, 4, and 5 to the City Council with the following modification to Alternative 1a:

1a.) Initiate a Specific Plan Amendment study to consider increasing the PPSP development capacity to allow up to 120% FAR of office/industrial square feet (222,672 net new square feet) and up to 928 housing units at a density no higher than R-5.

Commissioner Howard reiterated his reasons for proposing a maximum of R-5 density for the proposed project at 840 W. California Avenue. He explained his aim to maximize residential development near public transit.

Commissioner Shukla spoke in overall support of the motion.

Chair Pyne echoed comments made by Commissioner Howard regarding the importance of including residential development at the 840 W. California Avenue proposed project site since it will be close to transit. He added that he was pleased to find that the existing open space and walking path on the site will be preserved. Lastly, he stated that while the proposed project at 505 and 525 Almanor Avenue conforms to existing standards, he may provide additional comments on the proposed project design at a later time.

Vice Chair Iglesias voiced his support of the motion, the adjacency of residential development to public transit at the 840 W. California Avenue proposed project site, and gathering additional information from the study that will take place.

Commissioner Serrone stated that he is not in support of the motion in part due to the low FAR proposed for the 840 W. California Avenue site and the rise in parking concerns that the proposed project at that site may cause.

Commissioner Weiss shared her support of the motion, a maximum of R-5 density for the proposed project at 840 W. California Avenue, and placement of residential development close to public transit. She added that she hopes that the Libby Water Tower, a national and civic treasure, will be relocated appropriately.

Chair Pyne agreed with comments made by Commissioner Weiss regarding the Libby Water Tower.

The motion carried by the following vote:

Yes: 6 - Chair Pyne
Vice Chair Iglesias
Commissioner Howard
Commissioner Howe
Commissioner Shukla
Commissioner Weiss

No: 1 - Commissioner Serrone

This recommendation will be forwarded to the City Council for consideration at the November 1, 2022 meeting.

City of Sunnyvale

Agenda Item

22-0991 **Agenda Date:** 11/1/2022

REPORT TO COUNCIL

SUBJECT
Introduce an Ordinance to Amend, Approve, and Adopt a Revised Public Safety Military Equipment Use Policy Pursuant to California Assembly Bill No. 481, to Increase the Authorized Quantity of Unmanned Aerial Systems, Commonly Referred to as Drones, from Two to Three Devices

BACKGROUND
On September 30, 2021, Governor Gavin Newsom signed into law California Assembly Bill No. 481 (AB 481), relating to the acquisition and use of military equipment by law enforcement agencies. AB 481 requires law enforcement agencies to obtain approval from the agency's governing body, in the form of an ordinance adopting a publicly released policy, prior to funding, acquiring or using any military equipment. The term "military equipment" is broadly defined in the new law (California Government Code section 7070) and includes various pieces of equipment that are currently used by the Department of Public Safety (DPS) staff such as drones, the command vehicle, battering rams, tear gas, pepper balls, armored personnel carrier, and flash bangs. DPS does not possess any equipment acquired from military surplus programs (known as 1033 Programs) designed for military use.

AB 481 required all law enforcement agencies to develop a military use policy approved by its governing body by ordinance by May 1, 2022. At minimum, AB 481 required that the approved policy address the type, quantity, capabilities, purposes, and authorized uses of each type of military equipment; the cost associated with its acquisition and continued use; the legal limitations and procedural rules that govern its use; the training required; the mechanisms in place to ensure policy compliance; and the procedures by which members of the public may file complaints. The City Council was also required to make findings that the equipment was necessary, will safeguard the public's safety, is reasonably cost effective, and that prior uses complied with policy.

In compliance with AB 481, DPS staff brought its proposed policy to Council on April 5, 2022 (RTC No. 22-0354). Ordinance No. 3191-22 was adopted approving the policy and took effect on May 26, 2022. DPS now seeks Council approval to amend the Ordinance to purchase and use a third Unmanned Aerial System (UAS drone) which will be added to the existing list of authorized military equipment.

EXISTING POLICY
General Plan Goal SN-3: Ensure a safe and secure environment for people and property in the community by providing effective public safety response and prevention and education services.

General Plan Goal SN-3.2: Control conduct recognized as threatening to life and property.

General Plan Goal SN-6: Effective Emergency Response Capability

Lexipol Policy 705.1 Military Equipment: The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

ENVIRONMENTAL REVIEW

The action being considered does not require review under the California Environmental Quality Act (CEQA) because it can be seen with certainty that there is no possibility that it may have an impact on the environment. (CEQA Guidelines Section 15061(b)(3)).

DISCUSSION

The request to amend the Military Equipment Policy to purchase and use a third drone will provide DPS the ability to operate a UAS drone with specific capabilities for indoor use. Currently, the fleet of drones has significant limitations on indoor use including, but not limited to size, controller to device communications, two-way communications with persons and recovery from collision incidents when it bumps a wall or door.

DPS is seeking approval to purchase a UAS drone that is designed to operate in small compact spaces and maintain communications utilizing improved technology from the controller to device. The equipment sought also provides recovery options for when the drone becomes entangled and lands upside down on an object or ground. Existing UAS drones have proven useful in several incidents since the inception of the UAS drone program in 2019, which was presented to Council in 2018 (RTC No. 18-0934).

There have been 92 drone deployments since the program's inception. Using drones has allowed officers to see, locate and effectively de-escalate an ongoing law enforcement situation while minimizing the risk of a physical confrontation. In several instances, officers have attempted the use of existing equipment, and found that while existing drones are initially beneficial, the equipment became disabled due to limitations in the technology. A log of previous drone deployments is attached to this Report as Attachment 2.

In addition to the reporting requirements under AB 481, DPS provides information to members of the public regarding the drone program on the City website. A link to the UAS Drone Program website is attached to this Report as Attachment 3. The site maintains a log of all deployments, a copy of the drone policy, and a summary of the program. Since the inception of the program, all documented drone deployments have complied with previously approved uses. Using drones to support DPS law enforcement functions has proven to be valuable to increase efficiency, effectiveness and safety when operated under the authorized uses.

FISCAL IMPACT

Existing drones were purchased using outside funding sources such as federal Asset Forfeiture and California Supplemental Law Enforcement Services funds. Similarly, the proposed third drone will be purchased with California Supplemental Law Enforcement Services funds. Ongoing costs for maintenance and repair of drones are nominal and are funded by the Police Services operating budget. At such time that drones are at the end of their useful life, DPS will evaluate the program and determine appropriate funding sources for any required replacement.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall, at the Sunnyvale Public Library, Senior Center, Community Center and in the Department of Public Safety Lobby. In addition, the agenda and report are available at the Sunnyvale Public Library, Office of the City Clerk, and on the City's website.

ALTERNATIVES

1. Introduce an Ordinance to Amend, Approve, and Adopt a Revised Public Safety Military Equipment Use Policy Pursuant to California Assembly Bill No. 481, to Increase the Authorized Quantity of Unmanned Aerial Systems, commonly referred to as Drones, from Two to Three Devices.
2. Introduce an Ordinance to Amend, Approve, and Adopt a Revised Public Safety Military Equipment Use Policy Pursuant to California Assembly Bill No. 481, With Modifications.
3. Do not Introduce the Ordinance and provide alternative direction to staff.

RECOMMENDATION

Alternative 1: Introduce an Ordinance to Amend, Approve, and Adopt a Revised Public Safety Military Equipment Use Policy Pursuant to California Assembly Bill No. 481, to Increase the Authorized Quantity of Unmanned Aerial Systems, commonly referred to as Drones, from Two to Three Devices.

Prepared by: Ryan Yin, Captain, Department of Public Safety
Reviewed by: Phan Ngo, Director, Department of Public Safety
Reviewed by: Teri Silva, Assistant City Manager
Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. Proposed Ordinance (Redlined Policy, see pages 82 - 89 for proposed changes)
2. UAS Drone Activity Log
3. UAS Drone Program Website Link

DRAFT 10/3/2022 AMA

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUNNYVALE TO AMEND, APPROVE, AND ADOPT A REVISED PUBLIC SAFETY MILITARY EQUIPMENT USE POLICY PURSUANT TO CALIFORNIA ASSEMBLY BILL NO. 481, TO INCREASE THE AUTHORIZED QUANTITY OF UNMANNED AERIAL SYSTEMS, COMMONLY REFERRED TO AS DRONES, FROM TWO TO THREE DEVICES.

WHEREAS, the Legislature of the State of California adopted Government Code Section 7070 et seq. (the Military Equipment Use Statute) which requires municipalities to seek authorization from its governing body for acquiring and using military weapons; and

WHEREAS, the Legislature of the State of California found that ensuring adequate oversight of the acquisition and use of military equipment is a matter of statewide concern; and

WHEREAS, the Sunnyvale Department of Public Safety, having in its possession certain pieces of equipment classified by the Military Equipment Use Statute as military equipment, brought its policy before the Sunnyvale City Council which was introduced on April 5, 2022 and adopted on April 26, 2022; and

WHEREAS, the Department of Public Safety intends to modify the policy with the purchase and acquisition of additional equipment; and

WHEREAS, the Sunnyvale Department of Public Safety posted its proposed amended military equipment use policy on the City website on September 14, 2022; and

WHEREAS, pursuant to the Military Equipment Use Statute, the Department of Public Safety intends to post the final policy on the City website so long as the miliary equipment is available for use and submit an annual report for City Council consideration to consider renewing the policy and to analyze whether the equipment identified in the policy has complied with the standards for use; and

WHEREAS, a copy of the proposed Military Use Policy is attached hereto and incorporated herein as Exhibit “A” to this ordinance.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SUNNYVALE DOES ORDAIN AS FOLLOWS:

SECTION 1. FINDINGS. The City Council hereby finds and declares that the above recitals are true and correct. The City Council finds that the provisions of the Military Equipment Use Policy are consistent with the requirements stated in Government Code Section 7070 et seq. The City Council finds that the military equipment is necessary because there is no reasonable

alternative that can achieve the same objective of officer and civilian safety. The City Council finds that the policy will safeguard the public's welfare, safety, civil rights, and civil liberties. The City Council finds that prior military equipment use complied with the military equipment use policy that was in effect at the time.

SECTION 3. MILITARY EQUIPMENT USE POLICY ADOPTED. The Military Equipment Use Policy, as set forth in Exhibit "A", is hereby adopted, including all exhibits and attachments thereto. The Director of Public Safety is authorized to execute and implement the Military Equipment Use Policy on behalf of the City of Sunnyvale.

SECTION 4. CEQA - EXEMPTION. The City Council finds, pursuant to Title 14 of the California Code of Regulations, Section 15061(b)(3), that this ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) in that it is not a Project which has the potential for causing a significant effect on the environment.

SECTION 5. CONSTITUTIONALITY; SEVERABILITY. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such decision or decisions shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, sentence, clause and phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid.

SECTION 6. EFFECTIVE DATE. This ordinance shall be in full force and effect thirty (30) days from and after the date of its adoption.

SECTION 7. POSTING AND PUBLICATION. The City Clerk is directed to cause copies of this ordinance to be posted in three (3) prominent places in the City of Sunnyvale and to cause publication once in The Sun, the official publication of legal notices of the City of Sunnyvale, of a notice setting forth the date of adoption, the title of this ordinance, and a list of places where copies of this ordinance are posted, within fifteen (15) days after adoption of this ordinance

Introduced at a regular meeting of the City Council held on _____, and adopted as an ordinance of the City of Sunnyvale at a regular meeting of the City Council held on _____, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:
RECUSAL:

ATTEST: APPROVED:

_____ _____
City Clerk Mayor
Date of Attestation: _____

(SEAL)

APPROVED AS TO FORM:

_____
City Attorney

Policy
705

City of Sunnyvale Department of Public Safety
Department Policies

Military Equipment

705.1 PURPOSE AND SCOPE

State

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

705.1.1 DEFINITIONS

State

Definitions related to this policy include (Government Code § 7070):

Governing body – The Sunnyvale City Council.

Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue service weapons.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas, OC, and pepper ball excluding standard, service-issued handheld pepper spray.

DRAFT

- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

705.2 POLICY

State

It is the policy of the City of Sunnyvale Department of Public Safety that members of this department comply with the provisions of Government Code § 7071 with respect to military equipment.

705.3 MILITARY EQUIPMENT COORDINATOR

Best Practice

The Chief shall designate a member of this department to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

(a) Acting as liaison to the governing body for matters related to the requirements of this policy.

(b) Identifying department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.

(c) Conducting an inventory of all military equipment at least annually.

(d) Collaborating with any allied agency that may use military equipment within the jurisdiction of City of Sunnyvale Department of Public Safety (Government Code § 7071).

(e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:

1. Publicizing the details of the meeting.
2. Preparing for public questions regarding the department's funding, acquisition, and use of equipment.

(f) Preparing the annual military equipment report for submission to the Chief and ensuring that the report is made available on the department website (Government Code § 7072).

(g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

DRAFT

705.4 MILITARY EQUIPMENT INVENTORY

State

The following constitutes a list of qualifying equipment for the

Department: See Military Equipment List.

705.5 APPROVAL

State

The Chief or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the department website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

(a) Requesting military equipment made available pursuant to 10 USC § 2576a.

(b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

(c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.

(d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this department.

(e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.

(f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.

(g) Acquiring military equipment through any means not provided above.

(h) Using military equipment and/or collaborating with another law enforcement agency in the deployment or use of their military equipment not authorized by this policy which may be justified in the event of exigent circumstances. The Chief will provide justification to the governing body within 30 days after the incident.

(i) Using military equipment and/or collaborating with another law enforcement agency in the deployment or use of additional quantities of similar authorized military equipment for pre-planned events. The Chief will provide justification to the governing body within 30 days after the deployment.

DRAFT

705.6 COORDINATION WITH OTHER JURISDICTIONS

State

Military equipment should not be used by any other law enforcement agency or member in this jurisdiction unless the military equipment is approved for use in accordance with this policy.

705.7 MAINTENANCE OF MILITARY USE SUPPLY LEVELS

When stocks of military equipment have reached significantly low levels or have been exhausted, the Department may order up to 30% of stock in a calendar year without city council approval to maintain essential availability for the Department's needs.

705.8 ANNUAL REPORT

State

Upon approval of a military equipment policy, the Chief or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief or the authorized designee should also make each annual military equipment report publicly available on the department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in department inventory.

705.9 COMMUNITY ENGAGEMENT

State

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

DRAFT

SUNNYVALE DPS – AB 481
Armored Personnel Vehicle ARV

1. Project Background and Description/Expected Lifespan

The Sunnyvale Department of Public Safety (SDPS) Armored Rescue Vehicle (ARV) is an armored vehicle that is used for special operations that pose a high safety risk to officers or the public. The vehicle provides ballistic protection for the officers during dangerous law enforcement operations. The vehicle is also used to assist with the rescue and protection of civilians in harm's way during terrorist threats, hostage incidents, active shooter events, or other life-threatening situations.

The vehicle is designed to provide protection from a variety of small arms fire. The vehicle was built on the 2007 Ford F-550 Super Duty truck frame.

DPS believes that City Council can make the finding that the military equipment policy is intended to safeguard the public's welfare, safety, civil rights and civil liberties. DPS generally uses this type of equipment to avoid more lethal options, when available. The Policy provides that users of the equipment will be authorized and highly trained before using the equipment. It also ensures that the City Council will receive an annual report on all uses, and that also gives the public an opportunity to weigh in at a well-publicized community meeting. Lastly, DPS is prepared to receive complaints from members of the public on any violations of the policy by providing a direct link to the Office of Internal Affairs.

The vehicle has an expected lifespan of approximately 20 years.

2. Purposes and Use

To be used in response to critical incidents to enhance officer and community safety and assist in resolving critical incidents. The use of the ARV shall only be authorized by a supervisor. Sunnyvale DPS personnel are trained on the use of the ARV to help protect officers and civilians during a life-threatening emergency.

3. Fiscal Impact

The Sunnyvale ARV was purchased in 2006 using grant funding. The vehicle costs approximately $292,000.

The City of Sunnyvale currently pays for routine maintenance and repairs made to the vehicle. The average annual cost to the City of Sunnyvale to maintain and repair the vehicle is $4,000.

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4. Rules

The Sunnyvale ARV is currently assigned to the Bureau of Police Services and is housed at Sunnyvale DPS headquarters. The vehicle is operated by trained Sunnyvale DPS personnel. The vehicle is equipped with emergency lights and sirens and is governed by all the normal rules of the roadway.

The Sunnyvale ARV is available to respond to any large-scale event in Sunnyvale or the greater Bay Area. The vehicle can be requested by any on-scene Incident Commander (supervisor) to help manage an event.

The following Sunnyvale DPS Lexipol Policies govern the use of the ARV:

SUNNYVALE DPS LEXIPOL POLICY 308.3 EMERGENCY MODE

Department emergency vehicles may be operated in emergency mode, as provided by 21055 CVC: In response to an emergency call, in pursuit of a suspected violator of the law, as directed by other DPS policy, or as directed by a supervisor.

Officers shall make assessments and inquiries regarding assignments before determining the need for emergency mode response.

Emergency mode drivers shall not overtake and pass other emergency mode vehicles unless there are two traffic lanes dedicated for vehicles in the direction of travel, and then only by passing to the left.

A police vehicle driven to a fire emergency should not be driven at a speed greater than that which is safe.

Emergency vehicle drivers shall drive with due regard for the safety of all persons and property (21056 & 21807 VC).

SUNNYVALE DPS LEXIPOL POLICY 308.5 RESPONSIBILITIES OF RESPONDING OFFICERS

Officers shall exercise sound judgment and care with due regard for life and property when responding to an emergency call. Officers shall reduce speed at all street intersections to such a degree that they shall have complete control of the vehicle.

The decision to continue a Code-3 response is at the discretion of the officer. If, in the officer's judgment, the roadway conditions or traffic congestion does not permit such a response without unreasonable risk, the officer may elect to respond to the call without the use of red

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lights and siren at the legal speed limit. In such an event, the officer should immediately notify Dispatch. An officer shall also discontinue the Code-3 response when directed by a supervisor.

5. Training

The Sunnyvale ARV is operated by Sunnyvale DPS personnel that have completed a 4-hour training course on the vehicle.

6. Compliance

The Sunnyvale DPS SWAT Team Captain shall ensure all personnel authorized to operate the ARV will be properly trained and certified. The training will fall in line with our legal standards, department policies, and manufacturer's recommendations.

7. Complaints or Concerns

Our department procedures regarding complaints are dictated in the Internal Affairs Investigations Standard Operating Procedures Manual:

The primary function of the Sunnyvale Department of Public Safety (SDPS) is to provide police, fire and emergency medical services (EMS) services to those who live, work and play in Sunnyvale. SDPS enjoys a high level of trust and satisfaction from our community. Continuously striving to maintain our community's trust and satisfaction is paramount to the provision of effective public safety services. As such, it is imperative that we maintain high ethical standards as professional Public Safety Department members, which in turn will help us provide the high-quality services our community members expect and deserve.

One of the most important ways to ensure we are developing and maintaining professional standards is to make certain our internal affairs (IA) policies and procedures that guide how we receive and investigate complaints against our Department's members are thorough, fair and objective to the complainants and Department personnel involved.

Our Lexipol Policy Manual outlines our required standards of conduct for Department members and the basic requirements for addressing complaints. The purpose of this Internal Affairs Investigations Standard Operating Procedures Manual (SOP or Manual) is to provide a more detailed guide designed to assist SDPS personnel and other Sunnyvale officials responsible for receiving, investigating and adjudicating complaints.

This Internal Affairs SOP is customized and designed to define our Department's official policies and procedures for receiving and investigating complaints. It serves as a guide for all who play a role in handling complaints brought against members of the SDPS, both sworn and non-sworn.

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Adhering to the procedures and protocols outlined in this manual will help ensure that disciplinary measures taken to address misconduct are consistent and fair.

For more information on public safety accountability, please refer to our Public Safety Accountability page at:

https://sunnyvale.ca.gov/government/safety/accountability.htm

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SUNNYVALE DPS – AB 481
Energetic Breaching Program

1. Project Background and Description/Expected Lifespan

The primary use of energetic breaching program is used by the Sunnyvale DPS SWAT team to provide an immediate, efficient, an unexpected strategic entry during an emergency operation. This calculated and surprise entry is intended to catch the suspect(s) off guard, permit swift ingress, and allow SWAT personnel to quickly locate and assess potential threats concealed in enclosed structures. Effective breaching techniques allows Sunnyvale SWAT personnel immediate entry with minimal risk to themselves, the victims and the suspects.

Energetic breaching is a non-lethal force option. Sunnyvale SWAT personnel assigned as breachers are tasked with the objective to affect an entry shall consider the safety of innocent persons inside the stronghold, the safety of the suspect, and the safety of the tactical officers conducting the operation.

Energetic Breaching is used when there are no other reasonable alternatives to rapidly breach a location. Energetic Breaching is only used when time is of the essence in order to preserve life. Without these items, peace officers may not be able gain access to a location in a safe and timely manner to engage in necessary police operations.

DPS believes that City Council can make the finding that the military equipment policy is intended to safeguard the public's welfare, safety, civil rights and civil liberties. DPS generally uses this type of equipment to avoid more lethal options, when available. The Policy provides that users of the equipment will be authorized and highly trained before using the equipment. It also ensures that the City Council will receive an annual report on all uses, and that also gives the public an opportunity to weigh in at a well-publicized community meeting. Lastly, DPS is prepared to receive complaints from members of the public on any violations of the policy by providing a direct link to the Office of Internal Affairs.

The energetic breaching equipment utilized by the Sunnyvale Department of Public Safety have an expected lifespan of approximately 5 years.

2. Purposes and Use

To safely make entry into a stronghold during an emergency situation. Energetic breaching will calculate the minimum amount of material needed to gain entry into a designated target without harming occupants inside the stronghold or the officers involved in the entry.

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3. Fiscal Impact

The initial energetic breaching program was initiated several years ago. The startup costs and equipment have changed over the years. The initial costs for obtaining the equipment are based on 2020 prices:

Detonation Cord: Price: $1.00 a foot Qty: 2000 feet Total: $ 2,000
Detonators: Price: $20.00 Qty: 319 Total: $ 6,380
Training of Personnel: Approximately $4,000 to train two officers
Total approximate costs for the program: $ 12,380

The estimated annual costs to maintain, replenish, and service the energetic breaching program equipment is approximately:

Detonation Cord: Price: $1.00 a foot Qty: 1000 feet Total: $ 1,000
Detonators: Price: $20.00 Qty: 100 Total: $ 2,000
Training of Personnel: Approximately $4,000 to train two officers
Total approximate annual costs for the program: $ 7,000

ATF energetic purchase coupons are not needed because DPS is a government agency.

4. Rules

835a PC dictates that officers who use deadly force shall "… evaluate each situation in light of the particular circumstances of each case and shall use other available resources and techniques if reasonably safe and feasible to an objectively reasonable officer."

The Sunnyvale DPS SWAT energetic breaching team will be composed of two energetic breachers. The team will have an energetic breaching team leader and a primary energetic breacher. In order to maintain proficiency and to ensure the minimum number of breachers are always available, two members of the SWAT team will be assigned as assistant breachers

An OSHA blaster's license is required for energetic breaching operations, both training and mission specific. A licensed blaster has to be present at all energetic breaching operations. It shall be the intent of the SDPS SWAT team to constantly have two personnel trained and licensed with an OSHA blaster's license.

A U.S. Department of Justice, ATF Energetic License or Limited Permit does not need to be applied for every year. As a government Law Enforcement agency, SDPS is exempt and does

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not need to possess an ATF permit to purchase or use energetics for breaching operations. All energetic purchases, materials used during training and operations, all need to be recorded and records kept for ATF inspection. A running total of energetic materials stored at SDPS needs to be logged and available for ATF audit at all times.

The Sunnyvale Fire Marshall needs to approve storage containers, storage site and approve energetic material inventory.

The policy detailed above is based on the policies, procedures, and practices of police SWAT teams that continue to successfully utilize energetic breaching techniques in their operations. These police departments include the Los Angeles Sheriff's Office (SEB) Special Enforcement Bureau, the Santa Clara Police Department SWAT Team, the San Jose Police Department MERGE Unit, and the Monterey County Sheriff's Office SWAT Team.

Storage

The U.S. DOJ Department of Alcohol, Tobacco, and Firearms regulate and license the purchase, storage, and use of energetic materials. Energetic breaching personnel will store energetics in accordance with ATF-Energetics Law and Regulations (ATF P 5400.7, Subpart K- Storage).

The energetics will be stored in ATF approved magazines, at a specific site designated by the Sunnyvale Fire Marshall. Energetic breaching personnel will maintain a magazine log to record amounts of energetic materials received and stored, amounts used in training and missions, along with running totals of each type of energetic material. The log will include specific dates and will be posted next to each storage magazine.

In the event of a magazine break in and theft of energetic material, an accurate inventory will be reported to the ATF within 24 hours by calling the Stolen Energetics Hotline at 888-283-2662 (after hours, weekends call 888-ATF-BOMB).

ATF approved Type 2 storage magazines will be the primary source of storage for the energetic material. An ATF type 3 magazine (day box) may be used for attended and temporary storage of energetic material for such activities as SWAT operations/callouts, and training.

ATF storage requirements can be found at the following link:

https://www.atf.gov/energetics/energetic-storage-requirements

ATF inventory requirements for annual inspections can be found at the following link:

https://www.atf.gov/energetics/energetic-storage-requirements-recordkeeping-storage-variances

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5. Training

Given the complex nature and variety of skills that must be mastered and maintained, the high level of performance required, and perishable nature of these skills, each energetic breacher must maintain a minimum standard of ten hours of energetic training every month to include:

1. Work with detonators and firing assemblies
2. Construction and detonation of breaching charges
3. Review of energetic composition theories and properties
4. Review of all related calculations and formulas needed for the development of breaching plans
5. Review of all processed objective data
6. Review and debrief of other unit operations and research information

There should also be at least ten additional hours every year devoted to full mission profile training. This should include all members of the SWAT team as required.

All energetic breachers will attend an accredited "Basic Explosive Breaching" course taught by the Los Angeles Sheriff's Office (LASD). The course consists of a minimum of 40 hours. The course of instruction must include all areas of energetic science, blast pressure, blasting regulations and compliance requirements, documentation and chare configurations as required of a contemporary energetic breaching program.

Prior to performing an operational breach of any kind, all energetic breachers will be required to participate in a minimum of 25 documented training "shots" with the unit and at least one training breach utilizing the entire SWAT team.

The energetic breaching unit will maintain a breaching log which documents every energetic breach, training or operational. The designated energetic breacher of each entry point shall be responsible for completing a breaching report in a timely manner whenever energetic breaching charges are used.

The energetic breaching team leader works directly with the other SWAT team leaders during critical incidents and training events. He/she is responsible for:

1. The readiness of energetic breaching equipment and personnel.
2. Maintaining all training records and operational documents.
3. Evaluating all tactical information and working with the SWAT team leader to develop, prepare, and execute the entry plan utilizing the energetic breaching team.

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4. Maintaining data of operation methods and crisis site information for future reference and use.
5. Briefing command staff on the team's breaching capabilities
6. Continually evaluating the SWAT team's mission and assignments to ensure the energetic breaching team is in a constant state of readiness.

Energetic Breach After-Action Report

Following all tactical team operations and significant training events, a written after-action report shall be prepared by the energetic breaching team leader and submitted to the SWAT team leader.

The critique shall include:

A description of crime scene information availability, accuracy, collection methods, and timing of dissemination.
A description of the planning and preparation phase.
A description of the execution of the operation.
A description of the team's performance.
Documentation of the objective layout and construction in writing, photographs, and video if possible.

This report should identify deficiencies and corrective actions as necessary for each phase and a recommendations section for actions needed to eliminate deficiencies in the future.

These reports shall be maintained indefinitely for future reference and historical data.

6. Compliance

The Sunnyvale DPS SWAT Team Captain shall ensure all personnel authorized to conduct energetic breaching will be properly trained and certified. The training will fall in line with our legal standards, department policies, and manufacturer's recommendations.

7. Complaints or Concerns

Our department procedures regarding complaints are dictated in the Internal Affairs Investigations Standard Operating Procedures Manual:

The primary function of the Sunnyvale Department of Public Safety (SDPS) is to provide police, fire and emergency medical services (EMS) services to those who live, work and play in Sunnyvale. SDPS enjoys a high level of trust and satisfaction from our community. Continuously

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striving to maintain our community's trust and satisfaction is paramount to the provision of effective public safety services. As such, it is imperative that we maintain high ethical standards as professional Public Safety Department members, which in turn will help us provide the high-quality services our community members expect and deserve.

One of the most important ways to ensure we are developing and maintaining professional standards is to make certain our internal affairs (IA) policies and procedures that guide how we receive and investigate complaints against our Department's members are thorough, fair and objective to the complainants and Department personnel involved.

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This Internal Affairs SOP is customized and designed to define our Department's official policies and procedures for receiving and investigating complaints. It serves as a guide for all who play a role in handling complaints brought against members of the SDPS, both sworn and non-sworn. Adhering to the procedures and protocols outlined in this manual will help ensure that disciplinary measures taken to address misconduct are consistent and fair.

For more information on public safety accountability, please refer to our Public Safety Accountability page at:

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SUNNYVALE DPS – AB 481
Less-Lethal Launcher

1. Project Background and Description/Expected Lifespan

The less-lethal launcher is a launching platform that uses a 37mm or 40mm rubber "baton" generally at distances around 10-20 yards. It is designed to be used on extremities such as arms or legs, similar to a handheld wooden baton, and is effective in suppressing events or incidents where the use of lethal force is not an appropriate response. Public Safety currently deploys the less-lethal launcher in patrol vehicles and reserves the more versatile 40mm launcher for SWAT operations.

The less-lethal launcher expands the department's capability to responding to situations where officers face non-lethal situations where subjects are not complying with orders/directions. The less-lethal launcher can potentially prevent a deadly force encounter.

DPS believes that City Council can make the finding that the military equipment policy is intended to safeguard the public's welfare, safety, civil rights and civil liberties. DPS generally uses this type of equipment to avoid more lethal options, when available. The Policy provides that users of the equipment will be authorized and highly trained before using the equipment. It also ensures that the City Council will receive an annual report on all uses, and that also gives the public an opportunity to weigh in at a well-publicized community meeting. Lastly, DPS is prepared to receive complaints from members of the public on any violations of the policy by providing a direct link to the Office of Internal Affairs.

The less-lethal launchers utilized by the Sunnyvale Department of Public Safety have an expected lifespan of approximately 5 years.

2. Purposes and Use

The less-lethal launcher is used as a non-lethal option to offer law enforcement officers to deliver a less than lethal projectile to a subject in a potentially violent encounter. The less-lethal launcher system is a de-escalation tool used to avoid further injuries or lethal options on a subject.

3. Fiscal Impact

The Sunnyvale Department of Public Safety currently has two models of the less-lethal launcher: the 37mm SAGE Deuce and the 40mm Penn Arms launcher.

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SAGE Deuce 37mm Patrol Basic Launcher (Patrol Vehicles): Price: $ 3,390 Qty: 6
Total: $ 20,340

SAGE Deuce 37mm launcher munitions: Price: $ 3,980 Qty: 190

Penn Arms 40mm Launcher (SWAT) Price: $ 2,348 Qty: 2 Total: $ 4,696

Penn Arms 40mm launcher munitions: Price: $1,466 Qty: 70

Total approximate initial costs for the less-lethal system: $11,184

The replacement cost for this program is $25,000.

The City of Sunnyvale currently pays for routine maintenance and repairs made to the less-lethal launchers. These costs vary depending on needs.

4. Rules

835a PC dictates that officers who use deadly force shall "… evaluate each situation in light of the particular circumstances of each case and shall use other available resources and techniques if reasonably safe and feasible to an objectively reasonable officer." Other available resources include de-escalation tools such as the SAGE launcher.

Other legal guidelines involve the use of kinetic energy projectiles and/or chemical agents such as 13652PC. It discusses when and when not to use kinetic energy projectiles and/or chemical agents during assemblies, protests, and/or demonstrations.

The following Sunnyvale DPS Lexipol Policies govern the deployment of less-lethal launchers:

SUNNYVALE DPS LEXIPOL POLICY 302.9 Kinetic Energy Projectile Guidelines:

This department is committed to reducing the potential for violent confrontations. Kinetic energy projectiles, when used properly, are less likely to result in death or serious physical injury and can be used in an attempt to de-escalate a potentially deadly situation.

SUNNYVALE DPS LEXIPOL POLICY 302.9.1 Deployment and Use:

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Only department-approved kinetic energy munitions shall be carried and deployed. Approved munitions may be used to compel an individual to cease his/her actions when such munitions present a reasonable option.

Officers are not required or compelled to use approved munitions in lieu of other reasonable tactics if the involved officer determines that deployment of these munitions cannot be done safely. The safety of hostages, innocent persons and officers takes priority over the safety of subjects engaged in criminal or suicidal behavior.

a. Circumstances appropriate for deployment include, but are not limited to, situations in which:
b. The suspect is armed with a weapon and the tactical circumstances allow for the safe application of approved munitions.
c. The suspect has made credible threats to harm him/herself or others.
d. The suspect is engaged in riotous behavior or is throwing rocks, bottles or other dangerous projectiles at people and/or officers.

There is probable cause to believe that the suspect has already committed a crime of violence and is refusing to comply with lawful orders.

SUNNYVALE DPS LEXIPOL POLICY 302.9.2 Deployment Considerations*:*

Before discharging projectiles, the officer should consider such factors as:

a. Distance and angle to target.
b. Type of munitions employed.
c. Type and thickness of subject's clothing.
d. The subject's proximity to others.
e. The location of the subject.
f. Whether the subject's actions dictate the need for an immediate response and the use of control devices appears appropriate.

A verbal warning of the intended use of the device should precede its application, unless it would otherwise endanger the safety of officers or when it is not practicable due to the circumstances. The purpose of the warning is to give the individual a reasonable opportunity to voluntarily comply and to warn other officers and individuals that the device is being deployed.

Officers should keep in mind the manufacturer's recommendations and their training regarding effective distances and target areas. However, officers are not restricted solely to use according

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to manufacturer recommendations. Each situation must be evaluated on the totality of circumstances at the time of deployment.

The need to immediately incapacitate the subject must be weighed against the risk of causing serious injury or death. The head and neck should not be intentionally targeted, except when the officer reasonably believes the suspect poses an imminent threat of serious bodily injury or death to the officer or others.

5. Training

Officers receive training on the proper use of the less-lethal launching systems by current manufacturer certified instructors. The training includes when the less-lethal launchers can be deployed, targeting areas, and reporting requirements.

Our procedural guidelines for training are dictated in the Sunnyvale DPS policy Manual:

SUNNYVALE DPS LEXIPOL POLICY 302.10 Training for Control Devices:

The Police Training Coordinator shall ensure that all personnel who are authorized to carry a control device have been properly trained and certified to carry the specific control device and are retrained or recertified as necessary.

Proficiency training shall be monitored and documented by a certified, control-device weapons or tactics instructor.

All training and proficiency for control devices will be documented in the officer's training file.

Officers who fail to demonstrate proficiency with the control device or knowledge of this agency's Use of Force Policy will be provided remedial training. If an officer cannot demonstrate proficiency with a control device or knowledge of this agency's Use of Force Policy after remedial training, the officer will be restricted from carrying the control device and may be subject to discipline.

SUNNYVALE DPS LEXIPOL POLICY 302.11 Reporting Use of Control Devices and Techniques:

Any application of a control device or technique listed in this policy shall be documented in the related incident report and reported pursuant to the Use of Force Policy.

6. Compliance

Per Lexipol policy 302.10 (Training for Control Devices), the Training Coordinator shall ensure all personnel authorized to carry any control devices will be properly trained and certified. The

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training will fall in line with our legal standards, department policies, and manufacturer's recommendations.

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7. Complaints or Concerns

Our department procedures regarding complaints are dictated in the Internal Affairs Investigations Standard Operating Procedures Manual:

The primary function of the Sunnyvale Department of Public Safety (SDPS) is to provide police, fire and emergency medical services (EMS) services to those who live, work and play in Sunnyvale. SDPS enjoys a high level of trust and satisfaction from our community. Continuously striving to maintain our community's trust and satisfaction is paramount to the provision of effective public safety services. As such, it is imperative that we maintain high ethical standards as professional Public Safety Department members, which in turn will help us provide the high-quality services our community members expect and deserve.

One of the most important ways to ensure we are developing and maintaining professional standards is to make certain our internal affairs (IA) policies and procedures that guide how we receive and investigate complaints against our Department's members are thorough, fair and objective to the complainants and Department personnel involved.

Our Lexipol Policy Manual outlines our required standards of conduct for Department members and the basic requirements for addressing complaints. The purpose of this Internal Affairs Investigations Standard Operating Procedures Manual (SOP or Manual) is to provide a more detailed guide designed to assist SDPS personnel and other Sunnyvale officials responsible for receiving, investigating and adjudicating complaints.

This Internal Affairs SOP is customized and designed to define our Department's official policies and procedures for receiving and investigating complaints. It serves as a guide for all who play a role in handling complaints brought against members of the SDPS, both sworn and non-sworn.

Adhering to the procedures and protocols outlined in this manual will help ensure that disciplinary measures taken to address misconduct are consistent and fair.

For more information on public safety accountability, please refer to our Public Safety Accountability page at:

https://sunnyvale.ca.gov/government/safety/accountability.htm

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SUNNYVALE DPS – AB 481
Mobile Emergency Operations Center (MEOC)

1. Project Background and Description/Expected Lifespan

In 2009, the Sunnyvale Department of Public Safety (DPS) received grant funding to design and procure a mobile platform to deliver interoperable command/control, communication and data management assets to an operational scene to support all-risk operations. This Mobile Emergency Operations Center (MEOC) is available for deployment to numerous jurisdictions within the Bay Area region. The vehicle helps strengthen information sharing, collaboration, and command and control, between numerous agencies during large scale emergencies. Additionally, the design of the vehicle complements mobile command centers and tactical assets being used by the Cities of Palo Alto and Santa Clara.

The MEOC is an unarmored vehicle similar to a large commercial recreational vehicle. The MEOC also serves as an emergency dispatch center in the event of a catastrophic failure of the dispatch center housed within the DPS building.

This equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety. The MEOC utilized by the Sunnyvale Department of Public Safety has no offensive capabilities.

DPS believes that City Council can make the finding that the military equipment policy is intended to safeguard the public's welfare, safety, civil rights and civil liberties. DPS generally uses this type of equipment to avoid more lethal options, when available. The Policy provides that users of the equipment will be authorized and highly trained before using the equipment. It also ensures that the City Council will receive an annual report on all uses, and that also gives the public an opportunity to weigh in at a well-publicized community meeting. Lastly, DPS is prepared to receive complaints from members of the public on any violations of the policy by providing a direct link to the Office of Internal Affairs.

The Sunnyvale DPS MEOC has an expected lifespan of approximately 20 years.

2. Purposes and Use

The Sunnyvale Department of Public Safety (DPS) is a unique agency in the Bay Area. Sunnyvale DPS is the only fully integrated Police, Fire, and EMS provider in the region. The MEOC provides

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seamless interoperable communications, data management, and command/control abilities during an emergency.

3. Fiscal Impact

The initial cost of the MEOC in 2012 was $400,000 dollars which was paid through grant funding. The City of Sunnyvale currently pays for routine maintenance and repairs made to the vehicle. The average annual cost to the City of Sunnyvale to maintain and repair the vehicle is $5,200.

4. Rules

The MEOC is currently assigned to the Bureau of Fire Services and is housed at Sunnyvale Fire Station 5. The vehicle requires a class C driver's license with a firefighter endorsement to operate. The vehicle is equipped with emergency lights and sirens and is governed by all the normal rules of the roadway.

The following Sunnyvale DPS Lexipol Policies govern the use of the MEOC:

SUNNYVALE DPS LEXIPOL POLICY 308.3 EMERGENCY MODE

Department emergency vehicles may be operated in emergency mode, as provided by 21055 CVC: In response to an emergency call, in pursuit of a suspected violator of the law, as directed by other DPS policy, or as directed by a supervisor.

Officers shall make assessments and inquiries regarding assignments before determining the need for emergency mode response.

Emergency mode drivers shall not overtake and pass other emergency mode vehicles unless there are two traffic lanes dedicated for vehicles in the direction of travel, and then only by passing to the left.

A police vehicle driven to a fire emergency should not be driven at a speed greater than that which is safe.

Emergency vehicle drivers shall drive with due regard for the safety of all persons and property (21056 & 21807 VC).

SUNNYVALE DPS LEXIPOL POLICY 308.5 RESPONSIBILITIES OF RESPONDING OFFICERS

Officers shall exercise sound judgment and care with due regard for life and property when responding to an emergency call. Officers shall reduce speed at all street intersections to such a degree that they shall have complete control of the vehicle.

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The decision to continue a Code-3 response is at the discretion of the officer. If, in the officer's judgment, the roadway conditions or traffic congestion does not permit such a response without unreasonable risk, the officer may elect to respond to the call without the use of red lights and siren at the legal speed limit. In such an event, the officer should immediately notify Dispatch. An officer shall also discontinue the Code-3 response when directed by a supervisor.

5. Training

The MEOC is operated by Sunnyvale DPS personnel that have completed a 4-hour training course on the vehicle.

Our procedural guidelines for training are dictated in the Sunnyvale DPS Policy Manual:

SUNNYVALE DPS LEXIPOL POLICY 501.2 POLICY

It is the policy of the City of Sunnyvale Department of Public Safety that all members who operate firefighting equipment, including tiller operators, shall successfully complete driver training that meets or exceeds the requirements of the State Fire Marshal Fire Apparatus Driver/Operator 1A course (Vehicle Code § 12804.11).

All Bureau of Fire Services supervisors shall plan, organize and coordinate training for members of their command. The main intent shall be such that personnel become thoroughly familiar with and be able to effectively operate apparatus and equipment to which they are assigned.

The evaluation of individual and company training effectiveness shall be based on actual performance demonstration. This may be observed at routine drills, calls for service, and the ability to successfully complete Department of Public Safety Certifications. Officers, regardless of tenure, who are deficient in performing these standards will be required to demonstrate proficiency as a part of a mandatory improvement plan.

The Fire Training Program for fire-based personnel has been formulated to provide direction for training PSO's assigned to the Bureau of Fire Services for the first time and for those returning after a long absence.

SUNNYVALE DPS LEXIPOL POLICY 501.3 PROCEDURES

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All members who operate firefighting equipment shall have a valid class A, B or C California Driver License (CDL), with a firefighter endorsement. To qualify for a firefighter endorsement, the member shall complete the following (Vehicle Code § 12804.11):

Provide the California Department of Motor Vehicles (DMV) with proof of current employment as a firefighter by providing a letter from the Director of Public Safety or the authorized designee.

It is the policy of the City of Sunnyvale Department of Public Safety that all members who operate firefighting equipment, including tiller operators, shall successfully complete driver training that meets or exceeds the requirements of the State Fire Marshal Fire Apparatus Driver/Operator 1A course (Vehicle Code § 12804.11).

All Bureau of Fire Services supervisors shall plan, organize and coordinate training for members of their command. The main intent shall be such that personnel become thoroughly familiar with and be able to effectively operate apparatus and equipment to which they are assigned.

The evaluation of individual and company training effectiveness shall be based on actual performance demonstration. This may be observed at routine drills, calls for service, and the ability to successfully complete Department of Public Safety Certifications. Officers, regardless of tenure, who are deficient in performing these standards will be required to demonstrate proficiency as a part of a mandatory improvement plan.

The Fire Training Program for fire-based personnel has been formulated to provide direction for training PSO's assigned to the Bureau of Fire Services for the first time and for those returning after a long absence.

SUNNYVALE DPS LEXIPOL POLICY 501.3 PROCEDURES

All members who operate firefighting equipment shall have a valid class A, B or C California Driver License (CDL), with a firefighter endorsement. To qualify for a firefighter endorsement, the member shall complete the following (Vehicle Code § 12804.11):

Provide the California Department of Motor Vehicles (DMV) with proof of current employment as a firefighter by providing a letter from the Director of Public Safety or the authorized designee.

Provide the DMV with proof of successful completion of either the Fire Apparatus Driver/Operator 1A course taught by an instructor registered with the Office of the State Fire Marshal or fire department driver training that meets all of the requirements in Vehicle Code §

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12804.11. This proof should be in the form of a letter from the Director of Public Safety or the authorized designee.

Pass the appropriate written firefighter examination(s) that have been developed by the DMV with the cooperation of the Office of the State Fire Marshal.

Submit a report of medical examination on a form approved by the DMV.

A member is not required to obtain and maintain a firefighter endorsement if the member is operating the firefighting equipment for training purposes, during a non-emergency or while under the direct supervision of a member who is properly licensed to operate the equipment and is authorized by the Department to provide training (Vehicle Code § 12804.11).

6. Compliance

SUNNYVALE DPS LEXIPOL POLICY 501.4 TRAINING LIEUTENANT RESPONSIBILITIES

It shall be the responsibility of the Fire Training Lieutenant to ensure that any member required to drive fire apparatus as a part of his/her normal duties has received the mandated training. The Fire Training Lieutenant shall coordinate with the department member appointed to monitor driver license status to ensure members have valid driver licenses with the proper endorsements, in accordance with the Driver License Requirements Policy.

The training will fall in line with our legal standards, department policies, and manufacturer's recommendations

7. Complaints or Concerns

Our department procedures regarding complaints are dictated in the Internal Affairs Investigations Standard Operating Procedures Manual:

The primary function of the Sunnyvale Department of Public Safety (SDPS) is to provide police, fire and emergency medical services (EMS) services to those who live, work and play in Sunnyvale. SDPS enjoys a high level of trust and satisfaction from our community. Continuously striving to maintain our community's trust and satisfaction is paramount to the provision of effective public safety services. As such, it is imperative that we maintain high ethical standards as professional Public Safety Department members, which in turn will help us provide the high-quality services our community members expect and deserve.

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One of the most important ways to ensure we are developing and maintaining professional standards is to make certain our internal affairs (IA) policies and procedures that guide how we receive and investigate complaints against our Department's members are thorough, fair and objective to the complainants and Department personnel involved.

Our Lexipol Policy Manual outlines our required standards of conduct for Department members and the basic requirements for addressing complaints. The purpose of this Internal Affairs Investigations Standard Operating Procedures Manual (SOP or Manual) is to provide a more detailed guide designed to assist SDPS personnel and other Sunnyvale officials responsible for receiving, investigating and adjudicating complaints.

This Internal Affairs SOP is customized and designed to define our Department's official policies and procedures for receiving and investigating complaints. It serves as a guide for all who play a role in handling complaints brought against members of the SDPS, both sworn and non-sworn. Adhering to the procedures and protocols outlined in this manual will help ensure that disciplinary measures taken to address misconduct are consistent and fair.

For more information on public safety accountability, please refer to our Public Safety Accountability page at:

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SUNNYVALE DPS – AB 481
MP7 Specialized Firearms

1. Project Background and Description/Expected Lifespan

The Heckler & Koch MP7 riffles are smaller more compact firearms that can fit in confined spaces. Officers assigned to the Sunnyvale Traffic Unit ride motorcycles during their daily shifts. These officers are in full uniform and shall carry all safety equipment on their motorcycles. Due to the maneuverability and speed of the Sunnyvale DPS Traffic Officers are dispatched to in-progress calls for service where the subject could be armed. During these dangerous events, Traffic Unit Officers need to have access to a riffle should the event require that level of firearm (ie. active shooters).

The MP7 weapon system is mounted inside the side compartment or to the side of their motorcycle. These officers cannot carry an AR15 rifle on their person while driving and cannot conceal an AR15 rifle anywhere on a motorcycle, thereby compromising their safety and duties.

The primary use of a MP7 provides an officer assigned to a motorcycle with the ability to engage a threat from a safer distance if needed. The weapon system can also be used with two hands for better accuracy and is collapsible to maintain concealment while operating a motorcycle.

DPS believes that City Council can make the finding that the military equipment policy is intended to safeguard the public's welfare, safety, civil rights and civil liberties. DPS generally uses this type of equipment to avoid more lethal options, when available. The Policy provides that users of the equipment will be authorized and highly trained before using the equipment. It also ensures that the City Council will receive an annual report on all uses, and that also gives the public an opportunity to weigh in at a well-publicized community meeting. Lastly, DPS is prepared to receive complaints from members of the public on any violations of the policy by providing a direct link to the Office of Internal Affairs.

The Hecker & Kock MP7 have an expected lifespan of approximately 10 years.

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2. Purposes and Use

The purpose and use of short barreled, collapsible weapon systems such as the Heckler & Koch MP7 provide officers with the necessary concealment and protection needed during undercover and traffic enforcement assignments. All officers utilizing these systems are specifically trained on proper use, functionality and maintenance.

3. Fiscal Impact

The department firearms program was initiated several years ago. The initial costs for obtaining the equipment are based on 2020 prices:

Heckler & Koch MP7:	Price: $1,500	Qty: 5	Total: $7,500
Ammunition (4.6 cal.)		Qty: 1500	Total: $1,200

Total approximate costs for the program: $ $8,700

4. Rules

835a PC dictates that officers who use deadly force shall "… evaluate each situation in light of the particular circumstances of each case and shall use other available resources and techniques if reasonably safe and feasible to an objectively reasonable officer."

While there is no way to specify the exact amount or type of reasonable force to be applied in any situation, every member of this department is expected to use these guidelines to make such decisions in a professional, impartial, and reasonable manner (Government Code 7286).

The following Sunnyvale DPS Lexipol Policies govern the deployment of firearms:

SUNNYVALE DPS LEXIPOL POLICY 300.1.1 DEFINTIONS

Deadly force - Any use of force that creates a substantial risk of causing death or serious bodily injury, including but not limited to the discharge of a firearm (Penal Code § 835a).

SUNNYVALE DPS LEXIPOL POLICY 300.4 DEADLY FORCE APPLICATIONS

Where feasible, the officer shall, prior to the use of deadly force, make reasonable efforts to identify him/herself as a peace officer and to warn that deadly force may be used,

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unless the officer has objectively reasonable grounds to believe the person is aware of those facts (Penal Code 835a).

If an objectively reasonable officer would consider it safe and feasible to do so under the totality of the circumstances, officers shall evaluate and use other reasonably available resources and techniques when determining whether to use deadly force. To the extent that it is reasonably practical, officers should consider their surroundings and any potential risks to bystanders prior to discharging a firearm (Government Code § 7286(b)).

The use of deadly force is only justified when the officer reasonably believes it is necessary in the following circumstances (Penal Code § 835a):

a. An officer may use deadly force to protect him/herself or others from what he/she reasonably believes is an imminent threat of death or serious bodily injury to the officer or another person.
b. An officer may use deadly force to apprehend a fleeing person for any felony that threatened or resulted in death or serious bodily injury, if the officer reasonably believes that the person will cause death or serious bodily injury to another unless immediately apprehended.

Officers shall not use deadly force against a person based on the danger that person poses to him/herself, if an objectively reasonable officer would believe the person does not pose an imminent threat of death or serious bodily injury to the officer or to another person (Penal Code § 835a).

An "imminent" threat of death or serious bodily injury exists when, based on the totality of the circumstances, a reasonable officer in the same situation would believe that a person has the present ability, opportunity, and apparent intent to immediately cause death or serious bodily injury to the officer or another person. An officer's subjective fear of future harm alone is insufficient as an imminent threat. An imminent threat is one that from appearances is reasonably believed to require instant attention (Penal Code § 835a).

SUNNYVALE DPS LEXIPOL POLICY 305.3 AUTHORIZED FIREARMS, AMMUNITION AND OTHER WEAPONS

Officers shall only use firearms that are issued or approved by the Department and have been thoroughly inspected by the Armorer. Except in an emergency or as directed by a supervisor, no firearm shall be carried by an officer who has not qualified with that firearm at an authorized department range.

All other weapons not provided by the Department, including, but not limited to, edged weapons, chemical or electronic weapons, impact weapons or any weapon prohibited or restricted by law or that is not covered elsewhere by department policy, may not be carried by members in the performance of their official duties without the express written authorization of the Chief or designee. This exclusion does not apply to the carrying of a single folding pocketknife that is not otherwise prohibited by law.

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Officers encountering a situation that warrants the use of firearm shall make a verbal report to his/her supervisor as soon circumstances permit.

SUNNYVALE DPS LEXIPOL POLICY 305.7 FIREARM DISCHARGE

Except during training or recreational use, any officer who discharges a firearm intentionally or unintentionally, on- or off-duty, shall make a verbal report to his/her supervisor as soon as circumstances permit. If the discharge results in injury or death to another person, additional statements and reports shall be made in accordance with the Officer-Involved Shootings and Deaths Policy. If a firearm was discharged as a use of force, the involved officer shall adhere to the additional reporting requirements set forth in the Use of Force/Response to Resistance Policy.

In all other cases, written reports shall be made as follows:

a. If on-duty at the time of the incident, the officer shall file a written report with his/her supervisor or provide a recorded statement to investigators prior to the end of shift, unless otherwise directed.
b. If off-duty at the time of the incident, the officer shall submit a written memo or provide a recorded statement no later than the end of the next regularly scheduled shift, unless otherwise directed by a supervisor.

A supervisor shall respond to all Use of Force incidents. A supervisor shall ensure that all notifications and reports are completed as required by the Use of Force Policy.

SUNNYVALE DPS LEXIPOL POLICY 300.7 SUPERVISOR RESPONSIBILITY

A supervisor shall respond to any reported use of force. The responding supervisor is expected to (Government Code § 7286(b)):

a. Obtain the basic facts from the involved officers. Absent an allegation of misconduct or excessive force, this will be considered a routine contact in the normal course of duties.
b. Ensure that any injured parties are examined and treated.
c. When possible, separately obtain a recorded interview with the subject upon whom force was applied. If this interview is conducted without the person having voluntarily waived his/her Miranda rights, the following shall apply:
    1. The content of the interview should not be summarized or included in any related criminal charges.
    2. The fact that a recorded interview was conducted should be documented in a property or other report.
    3. The recording of the interview should be distinctly marked for retention until all potential for civil litigation has expired.

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d. Once any initial medical assessment has been completed or first aid has been rendered, ensure that photographs have been taken of any areas involving visible injury or complaint of pain, as well as overall photographs of uninjured areas. These photographs should be retained until all potential for civil litigation has expired.
e. Identify any witnesses not already included in related reports.
f. Review and approve all related reports.
g. Determine if there is any indication that the subject may pursue civil litigation.
    1. If there is an indication of potential civil litigation, the supervisor should complete and route a notification of a potential claim through the appropriate channels.
h. In the event physical force is used, but no Offense Report is required, a memorandum to the Police Operations Team Captain is to be prepared. The following information is to be included:
    1. Type of force;
    2. Reason for the force;
    3. Extent of injury to the suspect and action taken to provide aid;
    4. Pertinent information deemed important by the officer.
i. Evaluate the circumstances surrounding the incident and initiate an administrative investigation if there is a question of policy non-compliance or if for any reason further investigation may be appropriate.

In the event that a supervisor is unable to respond to the scene of an incident involving the reported application of force, the supervisor is still expected to complete as many of the above items as circumstances permit.

SUNNYVALE DPS LEXIPOL POLICY 300.6 MEDICAL CONSIDERATION

Once it is reasonably safe to do so, properly trained officers should promptly provide or procure medical assistance for any person injured or claiming to have been injured in a use of force incident (Government Code § 7286(b)).

SUNNYVALE DPS LEXIPOL POLICY 305.3 AUTHORIZED FIREARMS, AMMUNITION AND OTHER WEAPONS

Officers shall only use firearms that are issued or approved by the Department and have been thoroughly inspected by the Armorer. Except in an emergency or as directed by a supervisor, no firearm shall be carried by an officer who has not qualified with that firearm at an authorized department range.

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All other weapons not provided by the Department, including, but not limited to, edged weapons, chemical or electronic weapons, impact weapons or any weapon prohibited or restricted by law or that is not covered elsewhere by department policy, may not be carried by members in the performance of their official duties without the express written authorization of the Chief or designee. This exclusion does not apply to the carrying of a single folding pocketknife that is not otherwise prohibited by law.

5. Training

Only Officers who have completed the SDPS MP5 and MP7 firearms training and meet the required qualification standards will be authorized to carry the weapon systems.

SUNNYVALE DPS LEXIPOL POLICY 305.6 FIREARMS TRAINING AND QUALIFICATIONS

All officers who carry a firearm while on-duty are required to successfully complete training annually with their duty firearms. In addition to annual training, all officers will qualify at least annually with their duty firearms. Officers will qualify with off-duty and secondary firearms at least once a year. Training and qualifications must be on an approved range course.

At least annually, all officers carrying a firearm should receive practical training designed to simulate field situations including low-light shooting.

6. Compliance

SUNNYVALE DPS LEXIPOL POLICY 305.3 AUTHORIZED FIREARMS, AMMUNITION AND OTHER WEAPONS

Officers shall only use firearms that are issued or approved by the Department and have been thoroughly inspected by the Armorer. Except in an emergency or as directed by a supervisor, no firearm shall be carried by an officer who has not qualified with that firearm at an authorized department range.

All other weapons not provided by the Department, including, but not limited to, edged weapons, chemical or electronic weapons, impact weapons or any weapon prohibited or restricted by law or that is not covered elsewhere by department policy, may not be carried by members in the performance of their official duties without the express written authorization of the Chief or designee. This exclusion does not apply to the carrying of a single folding pocketknife that is not otherwise prohibited by law.

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SUNNYVALE DPS LEXIPOL POLICY 305.6 FIREARMS TRAINING AND QUALIFICATIONS

All officers who carry a firearm while on-duty are required to successfully complete training annually with their duty firearms. In addition to annual training, all officers will qualify at least annually with their duty firearms. Officers will qualify with off-duty and secondary firearms at least once a year.

Training and qualifications must be on an approved range course.

At least annually, all officers carrying a firearm should receive practical training designed to simulate field situations including low-light shooting.

SUNNYVALE DPS LEXIPOL POLICY 305.6.1 NON-CERTIFICATION OR NON-QUALIFICATION

Those who fail to meet minimum standards or qualify on their first shooting attempt shall be provided remedial training and will be subject to the following requirements:

a. Additional range assignments may be scheduled to assist the officer in demonstrating consistent firearm proficiency.
b. Officers shall be given credit for a range training or qualification when obtaining a qualifying score or meeting standards after remedial training.
c. No range credit will be given for the following:
    1. Unauthorized range make-up
    2. Failure to meet minimum standards or qualify after remedial training.

Officers who repeatedly fail to meet minimum standards will be removed from field assignment and may be subject to disciplinary action.

The training will fall in line with our legal standards, department policies, and manufacturer's recommendations.

7. <u>Complaints or Concerns</u>

Our department procedures regarding complaints are dictated in the Internal Affairs Investigations Standard Operating Procedures Manual:

The primary function of the Sunnyvale Department of Public Safety (SDPS) is to provide police, fire and emergency medical services (EMS) services to those who live, work and play in Sunnyvale. SDPS enjoys a high level of trust and satisfaction from our community. Continuously striving to maintain our community's trust and satisfaction is paramount to the provision of effective public safety services. As such, it is imperative that we maintain high ethical standards as professional Public Safety Department members, which in turn will help us provide the high-quality services our community members expect and deserve.

One of the most important ways to ensure we are developing and maintaining professional standards is to make certain our internal affairs (IA) policies and procedures that guide how we receive and investigate complaints against our Department's members are thorough, fair and objective to the complainants and Department personnel involved.

Our Lexipol Policy Manual outlines our required standards of conduct for Department members and the basic requirements for addressing complaints. The purpose of this Internal Affairs Investigations Standard Operating Procedures Manual (SOP or Manual) is to provide a more detailed guide designed to assist SDPS personnel and other Sunnyvale officials responsible for receiving, investigating and adjudicating complaints.
This Internal Affairs SOP is customized and designed to define our Department's official policies and procedures for receiving and investigating complaints. It serves as a guide for all who play a role in handling complaints brought against members of the SDPS, both sworn and non-sworn. Adhering to the procedures and protocols outlined in this manual will help ensure that disciplinary measures taken to address misconduct are consistent and fair.
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SUNNYVALE DPS – AB 481
Noise Flash Diversionary Device (NFDD)

1. Project Background and Description/Expected Lifespan

The Sunnyvale Department of Public Safety (SDPS) SWAT team has the ability to deploy a diversionary device known as a Noise Flash Diversionary Device (NFDD). A NFDD is a non-bursting, non-fragmenting, device that produces a loud sound and bright light. Only specially trained SWAT personnel are allowed to deploy a NFDD devices. These devices are used during high-risk SWAT operations where the subject poses a significant threat to officers or the public.

The NFDD is considered a non-lethal use of force option. These devices can often lead to a safer resolution and allow officers to take a subject into custody without force.

DPS believes that City Council can make the finding that the military equipment policy is intended to safeguard the public's welfare, safety, civil rights and civil liberties. DPS generally uses this type of equipment to avoid more lethal options, when available. The Policy provides that users of the equipment will be authorized and highly trained before using the equipment. It also ensures that the City Council will receive an annual report on all uses, and that also gives the public an opportunity to weigh in at a well-publicized community meeting. Lastly, DPS is prepared to receive complaints from members of the public on any violations of the policy by providing a direct link to the Office of Internal Affairs.

The NFDDs utilized by the Sunnyvale Department of Public Safety have an expected lifespan of approximately 5 years.

2. Purposes and Use

A NFDD is a non-bursting, non-fragmenting, device that produces a loud sound and bright light. The NFDD is used as diversion/distraction device during dangerous situations involving potentially violent subjects. The NFDD is only used by specially trained SWAT team members.

3. Fiscal Impact/Inventory

CTS NFDD model 7290M	Quantity: 65	Total: $2,447
CTS NFDD model 7290-2	Quantity: 32	Total: $1,725
CTS NFDD model 7290-9	Quantity: 29	Total: $4,022
CTS NFDD model 7290-50	Quantity: 20	Total: $756
CTS NFDD model 7290-1	Quantity: 45	Total: $756
CTS NFDD model 7290MT	Quantity: 45	Total: $2,295

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Total approximate costs for the program: $ 12,000

The estimated annual costs to maintain and replenish supply used during operations or training is approximately: $3,000

4. Rules

As a law enforcement agency, SDPS is exempt and does not need to possess an ATF permit to purchase or use explosives for breaching operations. All explosive purchases and materials used during training and operations need to be recorded and a detailed record kept for ATF inspection.

The Sunnyvale Fire Marshall needs to approve storage containers and storage sites used by SDPS.

The following Sunnyvale DPS Lexipol Policies govern the deployment of NFDDs:

SUNNYVALE DPS LEXIPOL POLICY 300.3 USE OF FORCE

Officers shall use only that amount of force that reasonably appears necessary given the facts and totality of the circumstances known to or perceived by the officer at the time of the event to accomplish a legitimate law enforcement purpose (Penal Code § 835a).

The reasonableness of force will be judged from the perspective of a reasonable officer on the scene at the time of the incident. Any evaluation of reasonableness must allow for the fact that officers are often forced to make split-second decisions about the amount of force that reasonably appears necessary in a particular situation, with limited information and in circumstances that are tense, uncertain, and rapidly evolving.

Given that no policy can realistically predict every possible situation an officer might encounter, officers are entrusted to use well-reasoned discretion in determining the appropriate use of force in each incident. Officers may only use a level of force that they reasonably believe is proportional to the seriousness of the suspected offense or the reasonably perceived level of actual or threatened resistance (Government Code § 7286(b)).

It is also recognized that circumstances may arise in which officers reasonably believe that it would be impractical or ineffective to use any of the approved tools, weapons, or methods provided by the Department. Officers may find it more effective or reasonable to improvise their response to rapidly unfolding conditions that they are confronting. In such circumstances, the use of any improvised device or method must nonetheless be objectively reasonable and utilized only to the degree that reasonably appears necessary to accomplish a legitimate law enforcement purpose.

While the ultimate objective of every law enforcement encounter is to avoid or minimize injury, nothing in this policy requires an officer to retreat or be exposed to possible physical injury before applying reasonable force.

SUNNYVALE DPS LEXIPOL POLICY 300.3.1 USE OF FORCE TO AFFECT AN ARREST

Any peace officer may use reasonable force to affect an arrest, to prevent escape or to overcome resistance. A peace officer who makes or attempts to make an arrest need not retreat or desist from his/her efforts by reason of resistance or threatened resistance on the part of the person being arrested; nor shall an officer be deemed the aggressor or lose his/her right to self-defense by the use of reasonable force to effect the arrest, prevent escape or to overcome resistance (Penal Code § 835a).

5. Training

All Sunnyvale DPS SWAT team members are trained on the proper use of the NFDDs during their P.O.S.T. Certified Basic 80-hour SWAT School. SWAT team members also participate in yearly re-certification on the use of the NFDDs.

SUNNYVALE DPS LEXIPOL POLICY 406.3.1 INITIAL TRAINING

SWAT team operators and SWAT supervisors should not be deployed until successful completion of the POST certified Basic SWAT Course or its equivalent.

a. To avoid unnecessary or redundant training, previous training completed by members may be considered equivalent when the hours and content (topics) meet or exceed department requirements or POST standardized training recommendations.

SUNNYVALE DPS LEXIPOL POLICY 406.3.2 UPDATED TRAINING

Appropriate team training for the specialized SWAT functions and other supporting resources should be completed prior to full deployment of the team.

SWAT team operators and SWAT supervisors should complete POST certified updates or refresher training as mandated or as required by the SWAT Commander.

SUNNYVALE DPS LEXIPOL POLICY 406.3.3 SUPERVISION AND MANAGEMENT TRAINING

Command and executive personnel are encouraged to attend training for managing the SWAT function at the organizational level to ensure personnel who provide active oversight at the scene of SWAT operations understand the purpose and capabilities of the teams.

Command personnel who may assume incident command responsibilities should attend SWAT or Critical Incident Commander course or its equivalent. SWAT command personnel should attend a POST certified SWAT commander or tactical commander course, or its equivalent.

SUNNYVALE DPS LEXIPOL POLICY 406.3.6 SCENARIO BASED TRAINING

SWAT teams should participate in scenario-based training that simulates the tactical operational environment. Such training is an established method of improving performance during an actual deployment.

SUNNYVALE DPS LEXIPOL POLICY 406.3.7 TRAINING DOCUMENTATION

Individual and team training shall be documented and records maintained by the Training Unit. Such documentation shall be maintained in each member's individual training file. A separate agency SWAT training file, CNT training file, and TMT training file shall be maintained with documentation and records of all team training. The supervising Lieutenant(s) of each respective team is responsible for ensuring training records are updated monthly.

The policy detailed above is based on the policies, procedures, and practices of police SWAT teams that continue to successfully utilize NFDDs in their operations. These police departments include the Los Angeles Sheriff's Office (SEB) Special Enforcement Bureau, the Santa Clara Police Department SWAT Team, the San Jose Police Department MERGE Unit, and the Monterey County Sheriff's Office SWAT Team.

6. Compliance

The Sunnyvale DPS SWAT Team Captain shall ensure all personnel authorized to use NFDDs will be properly trained and certified. The training will fall in line with our legal standards, department policies, and manufacturer's recommendations.

SUNNYVALE DPS LEXIPOL POLICY 406.8 SWAT TEAM ADMINISTRATIVE PROCEDURES

Continual evaluation of a team member's performance and efficiency as it relates to the positive operation of the unit shall be conducted by the SWAT Commander. The performance and efficiency level, as established by the team supervisor, will be met and maintained by all SWAT Team members. Any member of the SWAT Team who performs or functions at a level less than satisfactory shall be subject to dismissal from the team.

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7. Complaints or Concerns

Our department procedures regarding complaints are dictated in the Internal Affairs Investigations Standard Operating Procedures Manual:

The primary function of the Sunnyvale Department of Public Safety (SDPS) is to provide police, fire and emergency medical services (EMS) services to those who live, work and play in Sunnyvale. SDPS enjoys a high level of trust and satisfaction from our community. Continuously striving to maintain our community's trust and satisfaction is paramount to the provision of effective public safety services. As such, it is imperative that we maintain high ethical standards as professional Public Safety Department members, which in turn will help us provide the high-quality services our community members expect and deserve.

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SUNNYVALE DPS – AB 481
Pepper Projectile Systems

1. **Project Background and Description/Expected Lifespan**

The Pepper Projectile System is not a firearm, but rather a non-lethal system that uses high pressure air to deliver PAVA powder projectiles from a safe distance. PAVA is based on one of the hottest of the six capsaicinoids found in pepper plants. The munitions contain only safe, pure, non-oil based PAVA and are non-flammable. The system was based off paintball launcher systems. The Pepper Projectile System has an expected lifespan of 10 years.

The Pepper Projectile System munition (inert): is a 68 caliber plastic (breakable) sphere which encapsulates a scented powder that is not a chemical agent. The inert munition is used for training purposes and has an expected lifespan of 3 years.

The Pepper Projectile System munition: is a 68 caliber plastic (breakable) sphere which encapsulates a 2% chemical agent (PAVA) payload. The munition is used as a non-lethal weapon designed de-escalate a potentially violent encounter. The munition has an expected lifespan of 3 years.

DPS believes that City Council can make the finding that the military equipment policy is intended to safeguard the public's welfare, safety, civil rights and civil liberties. DPS generally uses this type of equipment to avoid more lethal options, when available. The Policy provides that users of the equipment will be authorized and highly trained before using the equipment. It also ensures that the City Council will receive an annual report on all uses, and that also gives the public an opportunity to weigh in at a well-publicized community meeting. Lastly, DPS is prepared to receive complaints from members of the public on any violations of the policy by providing a direct link to the Office of Internal Affairs.

2. **Purposes and Use**

The Pepper Projectile System and munitions are used as a non-lethal option to offer law enforcement officers to deliver chemical agents and kinetic energy impacts to subjects in a potentially violent encounter. The proper use of the Pepper Projectile System is a de-escalation tool used to avoid further injuries or lethal options on a subject.

3. **Fiscal Impact**

The initial Pepper Projectile System program was initiated several years ago. The costs and equipment have changed over the years. The initial costs for obtaining the equipment are based on 2020 prices:

Pepper Projectile System FTC Basic Launcher (Patrol): Price: $591 Qty: 6 Total: $3,546

Pepper Projectile System Munitions (Inert): Price: 375 per case Qty: 2,200 Total: $1,938
Pepper Projectile System Munitions: Price: 375 per case Qty: 2,600 Total: $6,832

Miscellaneous (backpack, munition holder, air tanks, etc.) Total: $6000

Total approximate initial costs for the Pepper Projectile System: $ 18,316

4. Rules

835a PC dictates that officers who use deadly force shall "… evaluate each situation in light of the particular circumstances of each case and shall use other available resources and techniques if reasonably safe and feasible to an objectively reasonable officer." Other available resources include de-escalation tools such as the Pepper Projectile System launcher.

Other legal guidelines involve the use of kinetic energy projectiles and/or chemical agents such as 13652PC. It discusses when and when not to use kinetic energy projectiles and/or chemical agents during assemblies, protests, and/or demonstrations.

The following Sunnyvale DPS Lexipol Policies govern the deployment of Pepper Projectile launchers:

SUNNYVALE DPS LEXIPOL POLICY 302.7.2 Pepper Projectile Systems:

Pepper projectiles are plastic spheres that are filled with a derivative of OC powder. Because the compressed gas launcher delivers the projectiles with enough force to burst the projectiles on impact and release the OC powder, the potential exists for the projectiles to inflict injury if they strike the head, neck, spine or groin. Therefore, personnel using a pepper projectile system should not intentionally target those areas, except when the officer reasonably believes the suspect poses an imminent threat of serious bodily injury or death to the officer or others.

Only Officers who have completed the Department Pepper Projectile System/ Impact Projectile Launcher training will be authorized to use the Non-Lethal weapon system.

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Officers encountering a situation that warrants the use of a pepper projectile system shall notify a supervisor as soon as practicable. A supervisor shall respond to all pepper projectile system incidents where the suspect has been hit or exposed to the chemical agent. The supervisor shall ensure that all notifications and reports are completed as required by the Use of Force Policy.

Each deployment of a pepper projectile system shall be documented. This includes situations where the launcher was directed toward the suspect, whether or not the launcher was used. Unintentional discharges shall be promptly reported to a supervisor and documented. Only non-incident use of a pepper projectile system, such as training and product demonstrations, is exempt from the reporting requirement.

SUNNYVALE DPS LEXIPOL POLICY 302.7.3 Treatment for OC Spray Exposure:

Persons who have been sprayed with or otherwise affected by the use of OC should be promptly provided with clean water to cleanse the affected areas. Those persons who complain of further severe effects shall be examined by appropriate medical personnel.

SUNNYVALE DPS LEXIPOL POLICY 302.8 Post Application Notice:

Whenever tear gas or OC has been introduced into a residence, building interior, vehicle or other enclosed area, officers should provide the owners or available occupants with notice of the possible presence of residue that could result in irritation or injury if the area is not properly cleaned. Such notice should include advisement that clean-up will be at the owner's expense. Information regarding the method of notice and the individuals notified should be included in related reports.

SUNNYVALE DPS LEXIPOL POLICY 302.9 Kinetic Energy Projectile Guidelines:

This department is committed to reducing the potential for violent confrontations. Kinetic energy projectiles, when used properly, are less likely to result in death or serious physical injury and can be used in an attempt to de-escalate a potentially deadly situation.

SUNNYVALE DPS LEXIPOL POLICY 302.9.1 Deployment and Use*:*

Only department-approved kinetic energy munitions shall be carried and deployed. Approved munitions may be used to compel an individual to cease his/her actions when such munitions present a reasonable option.

Officers are not required or compelled to use approved munitions in lieu of other reasonable tactics if the involved officer determines that deployment of these munitions cannot be done

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safely. The safety of hostages, innocent persons and officers takes priority over the safety of subjects engaged in criminal or suicidal behavior.

a. Circumstances appropriate for deployment include, but are not limited to, situations in which:
b. The suspect is armed with a weapon and the tactical circumstances allow for the safe application of approved munitions.
c. The suspect has made credible threats to harm him/herself or others.
d. The suspect is engaged in riotous behavior or is throwing rocks, bottles or other dangerous projectiles at people and/or officers.

There is probable cause to believe that the suspect has already committed a crime of violence and is refusing to comply with lawful orders.

SUNNYVALE DPS LEXIPOL POLICY 302.9.2 Deployment Considerations*:*

Before discharging projectiles, the officer should consider such factors as:

a. Distance and angle to target.
b. Type of munitions employed.
c. Type and thickness of subject's clothing.
d. The subject's proximity to others.
e. The location of the subject.
f. Whether the subject's actions dictate the need for an immediate response and the use of control devices appears appropriate.

A verbal warning of the intended use of the device should precede its application, unless it would otherwise endanger the safety of officers or when it is not practicable due to the circumstances. The purpose of the warning is to give the individual a reasonable opportunity to voluntarily comply and to warn other officers and individuals that the device is being deployed.

Officers should keep in mind the manufacturer's recommendations and their training regarding effective distances and target areas. However, officers are not restricted solely to use according to manufacturer recommendations. Each situation must be evaluated on the totality of circumstances at the time of deployment.

The need to immediately incapacitate the subject must be weighed against the risk of causing serious injury or death. The head and neck should not be intentionally targeted, except when the officer reasonably believes the suspect poses an imminent threat of serious bodily injury or death to the officer or others.

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5. Training

Officers receive training on the proper use of the Pepper Projectile System systems by current manufacturer certified instructors. The training includes when the Pepper Projectile System can be deployed, targeting areas, and reporting requirements.

Our procedural guidelines for training are dictated in the Sunnyvale DPS policy Manual:

SUNNYVALE DPS LEXIPOL POLICY 302.10 Training for Control Devices:

The Police Training Coordinator shall ensure that all personnel who are authorized to carry a control device have been properly trained and certified to carry the specific control device and are retrained or recertified as necessary.

Proficiency training shall be monitored and documented by a certified, control-device weapons or tactics instructor.

All training and proficiency for control devices will be documented in the officer's training file.

Officers who fail to demonstrate proficiency with the control device or knowledge of this agency's Use of Force Policy will be provided remedial training. If an officer cannot demonstrate proficiency with a control device or knowledge of this agency's Use of Force Policy after remedial training, the officer will be restricted from carrying the control device and may be subject to discipline.

SUNNYVALE DPS LEXIPOL POLICY 302.11 Reporting Use of Control Devices and Techniques:

Any application of a control device or technique listed in this policy shall be documented in the related incident report and reported pursuant to the Use of Force Policy.

6. Compliance

Per Sunnyvale DPS Lexipol policy 302.10 (Training for Control Devices), the Training Coordinator shall ensure all personnel authorized to carry any control devices (Pepper Projectile Systems) will be properly trained and certified. The training will fall in line with our legal standards, department policies, and manufacturer's recommendations.

7. Complaints or Concerns

Our department procedures regarding complaints are dictated in the Internal Affairs Investigations Standard Operating Procedures Manual:

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The primary function of the Sunnyvale Department of Public Safety (SDPS) is to provide police, fire and emergency medical services (EMS) services to those who live, work and play in Sunnyvale. SDPS enjoys a high level of trust and satisfaction from our community. Continuously striving to maintain our community's trust and satisfaction is paramount to the provision of effective public safety services. As such, it is imperative that we maintain high ethical standards as professional Public Safety Department members, which in turn will help us provide the high-quality services our community members expect and deserve.

One of the most important ways to ensure we are developing and maintaining professional standards is to make certain our internal affairs (IA) policies and procedures that guide how we receive and investigate complaints against our Department's members are thorough, fair and objective to the complainants and Department personnel involved.

Our Lexipol Policy Manual outlines our required standards of conduct for Department members and the basic requirements for addressing complaints. The purpose of this Internal Affairs Investigations Standard Operating Procedures Manual (SOP or Manual) is to provide a more detailed guide designed to assist SDPS personnel and other Sunnyvale officials responsible for receiving, investigating and adjudicating complaints.

This Internal Affairs SOP is customized and designed to define our Department's official policies and procedures for receiving and investigating complaints. It serves as a guide for all who play a role in handling complaints brought against members of the SDPS, both sworn and non-sworn. Adhering to the procedures and protocols outlined in this manual will help ensure that disciplinary measures taken to address misconduct are consistent and fair.

For more information on public safety accountability, please refer to our Public Safety Accountability page at:

https://sunnyvale.ca.gov/government/safety/accountability.htm

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SUNNYVALE DPS – AB 481
Sunnyvale DPS SWAT Sniper Rifle

1. Project Background and Description/Expected Lifespan

The Sunnyvale Department of Public Safety (SDPS) SWAT team is a highly trained unit formed to respond to violent tactical situations that pose a high-risk to civilian and officer safety. The SDPS SWAT sniper element deploys with the SDPS SWAT team with precision riffles and has the ability to engage and stop an armed violent subject at a safe distance.

Officers assigned to the Sunnyvale DPS SWAT Sniper team are required to passed rigorous testing and are required to attend a CA POST certified 40-hour Sniper School. These officers are in full uniform and shall carry all safety equipment on their person, including but not limited to less-lethal and lethal weapon systems. To protect lives, the Sunnyvale SWAT team may utilize a sniper team during pre-planned or spontaneous SWAT operations.

DPS believes that City Council can make the finding that the military equipment policy is intended to safeguard the public's welfare, safety, civil rights and civil liberties. DPS generally uses this type of equipment to avoid more lethal options, when available. The Policy provides that users of the equipment will be authorized and highly trained before using the equipment. It also ensures that the City Council will receive an annual report on all uses, and that also gives the public an opportunity to weigh in at a well-publicized community meeting. Lastly, DPS is prepared to receive complaints from members of the public on any violations of the policy by providing a direct link to the Office of Internal Affairs.

The rifles utilized by the Sunnyvale DPS SWAT team has an expected lifespan of approximately 10 years.

2. Purposes and Use

The purpose of the sniper riffle is to provide specially trained Sunnyvale DPS SWAT officers with the necessary capabilities of engaging threats from a safe distance. All Sunnyvale DPS SWAT officers utilizing these systems are specifically trained on proper use, functionality, maintenance, and shall qualify bi-yearly in accordance with Sunnyvale Lexipol policy.

3. Fiscal Impact

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The department sniper team program was initiated several years ago. The initial costs for obtaining the equipment are based on 2020 prices:

Accuracy International:	Price: $10,000	Qty:	4	Total: $40,000
JP Enterprise:	Price: $6,500	Qty:	2	Total: $13,000
Ammunition (.308 cal.)	Qty: 4000 rounds			Total: $5,200

Total approximate costs for the program: $58,200

The annual replacement cost for this program is approximately $5,200.

4. Rules

835a PC dictates that officers who use deadly force shall "… evaluate each situation in light of the particular circumstances of each case and shall use other available resources and techniques if reasonably safe and feasible to an objectively reasonable officer."

While there is no way to specify the exact amount or type of reasonable force to be applied in any situation, every member of this department is expected to use these guidelines to make such decisions in a professional, impartial, and reasonable manner (Government Code 7286).

The following Sunnyvale DPS Lexipol Policies govern the deployment of firearms:

SUNNYVALE DPS LEXIPOL POLICY 300.1.1 DEFINTIONS

Deadly force - Any use of force that creates a substantial risk of causing death or serious bodily injury, including but not limited to the discharge of a firearm (Penal Code § 835a).

SUNNYVALE DPS LEXIPOL POLICY 300.4 DEADLY FORCE APPLICATIONS

Where feasible, the officer shall, prior to the use of deadly force, make reasonable efforts to identify him/herself as a peace officer and to warn that deadly force may be used, unless the officer has objectively reasonable grounds to believe the person is aware of those facts (Penal Code 835a).

If an objectively reasonable officer would consider it safe and feasible to do so under the totality of the circumstances, officers shall evaluate and use other reasonably available resources and techniques when determining whether to use deadly force. To the extent that it is reasonably practical, officers should consider their surroundings and any potential risks to bystanders prior to discharging a firearm (Government Code § 7286(b)).

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The use of deadly force is only justified when the officer reasonably believes it is necessary in the following circumstances (Penal Code § 835a):

a. An officer may use deadly force to protect him/herself or others from what he/she reasonably believes is an imminent threat of death or serious bodily injury to the officer or another person.
b. An officer may use deadly force to apprehend a fleeing person for any felony that threatened or resulted in death or serious bodily injury, if the officer reasonably believes that the person will cause death or serious bodily injury to another unless immediately apprehended.

Officers shall not use deadly force against a person based on the danger that person poses to him/herself, if an objectively reasonable officer would believe the person does not pose an imminent threat of death or serious bodily injury to the officer or to another person (Penal Code § 835a).

An "imminent" threat of death or serious bodily injury exists when, based on the totality of the circumstances, a reasonable officer in the same situation would believe that a person has the present ability, opportunity, and apparent intent to immediately cause death or serious bodily injury to the officer or another person. An officer's subjective fear of future harm alone is insufficient as an imminent threat. An imminent threat is one that from appearances is reasonably believed to require instant attention (Penal Code § 835a).

SUNNYVALE DPS LEXIPOL POLICY 305.3 AUTHORIZED FIREARMS, AMMUNITION AND OTHER WEAPONS

Officers shall only use firearms that are issued or approved by the Department and have been thoroughly inspected by the Armorer. Except in an emergency or as directed by a supervisor, no firearm shall be carried by an officer who has not qualified with that firearm at an authorized department range.

All other weapons not provided by the Department, including, but not limited to, edged weapons, chemical or electronic weapons, impact weapons or any weapon prohibited or restricted by law or that is not covered elsewhere by department policy, may not be carried by members in the performance of their official duties without the express written authorization of the Chief or designee. This exclusion does not apply to the carrying of a single folding pocketknife that is not otherwise prohibited by law.

Officers encountering a situation that warrants the use of firearm shall make a verbal report to his/her supervisor as soon circumstances permit.

SUNNYVALE DPS LEXIPOL POLICY 305.7 FIREARM DISCHARGE

Except during training or recreational use, any officer who discharges a firearm intentionally or unintentionally, on- or off-duty, shall make a verbal report to his/her

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supervisor as soon as circumstances permit. If the discharge results in injury or death to another person, additional statements and reports shall be made in accordance with the Officer-Involved Shootings and Deaths Policy. If a firearm was discharged as a use of force, the involved officer shall adhere to the additional reporting requirements set forth in the Use of Force/Response to Resistance Policy.

In all other cases, written reports shall be made as follows:

a. If on-duty at the time of the incident, the officer shall file a written report with his/her supervisor or provide a recorded statement to investigators prior to the end of shift, unless otherwise directed.
b. If off-duty at the time of the incident, the officer shall submit a written memo or provide a recorded statement no later than the end of the next regularly scheduled shift, unless otherwise directed by a supervisor.

A supervisor shall respond to all Use of Force incidents. A supervisor shall ensure that all notifications and reports are completed as required by the Use of Force Policy.

SUNNYVALE DPS LEXIPOL POLICY 300.7 SUPERVISOR RESPONSIBILITY

A supervisor shall respond to any reported use of force. The responding supervisor is expected to (Government Code § 7286(b)):

a. Obtain the basic facts from the involved officers. Absent an allegation of misconduct or excessive force, this will be considered a routine contact in the normal course of duties.
b. Ensure that any injured parties are examined and treated.
c. When possible, separately obtain a recorded interview with the subject upon whom force was applied. If this interview is conducted without the person having voluntarily waived his/her Miranda rights, the following shall apply:
    1. The content of the interview should not be summarized or included in any related criminal charges.
    2. The fact that a recorded interview was conducted should be documented in a property or other report.
    3. The recording of the interview should be distinctly marked for retention until all potential for civil litigation has expired.
d. Once any initial medical assessment has been completed or first aid has been rendered, ensure that photographs have been taken of any areas involving visible injury or complaint of pain, as well as overall photographs of uninjured areas. These photographs should be retained until all potential for civil litigation has expired.
e. Identify any witnesses not already included in related reports.

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f. Review and approve all related reports.
g. Determine if there is any indication that the subject may pursue civil litigation.
    1. If there is an indication of potential civil litigation, the supervisor should complete and route a notification of a potential claim through the appropriate channels.
h. In the event physical force is used, but no Offense Report is required, a memorandum to the Police Operations Team Captain is to be prepared. The following information is to be included:
    1. Type of force;
    2. Reason for the force;
    3. Extent of injury to the suspect and action taken to provide aid;
    4. Pertinent information deemed important by the officer.
i. Evaluate the circumstances surrounding the incident and initiate an administrative investigation if there is a question of policy non-compliance or if for any reason further investigation may be appropriate.

In the event that a supervisor is unable to respond to the scene of an incident involving the reported application of force, the supervisor is still expected to complete as many of the above items as circumstances permit.

SUNNYVALE DPS LEXIPOL POLICY 300.6 MEDICAL CONSIDERATION

Once it is reasonably safe to do so, properly trained officers should promptly provide or procure medical assistance for any person injured or claiming to have been injured in a use of force incident (Government Code § 7286(b)).

SUNNYVALE DPS LEXIPOL POLICY 305.3 AUTHORIZED FIREARMS, AMMUNITION AND OTHER WEAPONS

Officers shall only use firearms that are issued or approved by the Department and have been thoroughly inspected by the Armorer. Except in an emergency or as directed by a supervisor, no firearm shall be carried by an officer who has not qualified with that firearm at an authorized department range.

All other weapons not provided by the Department, including, but not limited to, edged weapons, chemical or electronic weapons, impact weapons or any weapon prohibited or restricted by law or that is not covered elsewhere by department policy, may not be carried by members in the performance of their official duties without the express written authorization

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of the Chief or designee. This exclusion does not apply to the carrying of a single folding pocketknife that is not otherwise prohibited by law.

5. Training

Only SWAT operators who have completed a CA POST certified 40 hours Sniper School and meet the Department's required qualification standards will be authorized to carry the sniper rifle weapon systems.

SUNNYVALE DPS LEXIPOL POLICY 305.6 FIREARMS TRAINING AND QUALIFICATIONS
All officers who carry a firearm while on-duty are required to successfully complete training annually with their duty firearms. In addition to annual training, all officers will qualify at least annually with their duty firearms. Officers will qualify with off-duty and secondary firearms at least once a year. Training and qualifications must be on an approved range course.
At least annually, all officers carrying a firearm should receive practical training designed to simulate field situations including low-light shooting.

SUNNYVALE DPS LEXIPOL POLICY 406.3.4 SWAT/CNT/TMT ONGOING TRAINING
Training shall be managed by the SWAT Commander. The SWAT, CNT, and TMT Lieutenants are responsible for the monthly and/or quarterly training assignments. The SWAT Commander may authorize monthly training exercises that include a review and critique of personnel and their performance in the exercise in addition to specialized training. Training for SWAT team members shall consist of the following:

a. Each SWAT member shall pass a physical fitness test twice each year.
b. Any SWAT team member failing to pass the physical fitness test will be notified of the requirement to retest. Within 30 days of the previous physical fitness test date, the member required to qualify shall report to a team supervisor and complete the entire physical fitness test. Failure to qualify after a second attempt may result in dismissal from the team.
c. Those members who are on PTO or are on a protected leave status, shall be responsible for reporting to a team supervisor and taking the test within 30 days of their return to regular duty. Any member, who fails to arrange for and perform the physical fitness test within the 30-day period, shall be considered as having failed the test for that test period.

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d. Bi-yearly, each SWAT team member shall perform the mandatory SWAT handgun qualification course. The qualification course shall consist of the SWAT Basic Drill for the handgun. Failure to qualify will require that officer to seek remedial training from a team range master approved by the SWAT Commander. Team members who fail to qualify must retest within 30 days. Failure to qualify within 30 days with or without remedial training may result in dismissal from the team.
e. Each SWAT team member shall complete the bi-yearly SWAT qualification course for any specialty weapon issued to, or used by, the team member during SWAT operations. Failure to qualify will require the team member to seek remedial training from the Armorer who has been approved by the SWAT Commander. Team members who fail to qualify on their specialty weapon may not utilize the specialty weapon on SWAT operations until qualified. Team members who fail to qualify must retest within 30 days. Failure to qualify with specialty weapons within 30 days may result in the team member being removed from the team or permanently disqualified from use of that particular specialty weapon.

6. Compliance

SUNNYVALE DPS LEXIPOL POLICY 305.3 AUTHORIZED FIREARMS, AMMUNITION AND OTHER WEAPONS

Officers shall only use firearms that are issued or approved by the Department and have been thoroughly inspected by the Armorer. Except in an emergency or as directed by a supervisor, no firearm shall be carried by an officer who has not qualified with that firearm at an authorized department range.

All other weapons not provided by the Department, including, but not limited to, edged weapons, chemical or electronic weapons, impact weapons or any weapon prohibited or restricted by law or that is not covered elsewhere by department policy, may not be carried by members in the performance of their official duties without the express written authorization of the Chief or designee. This exclusion does not apply to the carrying of a single folding pocketknife that is not otherwise prohibited by law.

SUNNYVALE DPS LEXIPOL POLICY 305.6 FIREARMS TRAINING AND QUALIFICATIONS

All officers who carry a firearm while on-duty are required to successfully complete training annually with their duty firearms. In addition to annual training, all officers will qualify at least annually with their duty firearms. Officers will qualify with off-duty and secondary firearms at least once a year.
Training and qualifications must be on an approved range course.

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At least annually, all officers carrying a firearm should receive practical training designed to simulate field situations including low-light shooting.

SUNNYVALE DPS LEXIPOL POLICY 305.6.1 NON-CERTIFICATION OR NON-QUALIFICATION

Those who fail to meet minimum standards or qualify on their first shooting attempt shall be provided remedial training and will be subject to the following requirements:

a. Additional range assignments may be scheduled to assist the officer in demonstrating consistent firearm proficiency.
b. Officers shall be given credit for a range training or qualification when obtaining a qualifying score or meeting standards after remedial training.
c. No range credit will be given for the following:
    1. Unauthorized range make-up
    2. Failure to meet minimum standards or qualify after remedial training.

Officers who repeatedly fail to meet minimum standards will be removed from field assignment and may be subject to disciplinary action.

The training will fall in line with our legal standards, department policies, and manufacturer's recommendations.

7. Complaints or Concerns

Our department procedures regarding complaints are dictated in the Internal Affairs Investigations Standard Operating Procedures Manual:

The primary function of the Sunnyvale Department of Public Safety (SDPS) is to provide police, fire and emergency medical services (EMS) services to those who live, work and play in Sunnyvale. SDPS enjoys a high level of trust and satisfaction from our community. Continuously striving to maintain our community's trust and satisfaction is paramount to the provision of effective public safety services. As such, it is imperative that we maintain high ethical standards as professional Public Safety Department members, which in turn will help us provide the high-quality services our community members expect and deserve.

One of the most important ways to ensure we are developing and maintaining professional standards is to make certain our internal affairs (IA) policies and procedures that guide how we receive and investigate complaints against our Department's members are thorough, fair and objective to the complainants and Department personnel involved.

Our Lexipol Policy Manual outlines our required standards of conduct for Department members and the basic requirements for addressing complaints. The purpose of this Internal Affairs Investigations Standard Operating Procedures Manual (SOP or Manual) is to provide a more

detailed guide designed to assist SDPS personnel and other Sunnyvale officials responsible for receiving, investigating and adjudicating complaints.
This Internal Affairs SOP is customized and designed to define our Department's official policies and procedures for receiving and investigating complaints. It serves as a guide for all who play a role in handling complaints brought against members of the SDPS, both sworn and non-sworn. Adhering to the procedures and protocols outlined in this manual will help ensure that disciplinary measures taken to address misconduct are consistent and fair.
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SUNNYVALE DPS – AB 481
DPS SWAT Rifles

1. Project Background and Description/Expected Lifespan

The Sunnyvale DPS SWAT Daniel Defense MK rifles are smaller more compact rifles that are only used by specially trained SWAT officers assigned to the Sunnyvale SWAT team. Each member of the Sunnyvale DPS SWAT team attends monthly training that includes the practice firing of their rifles. This monthly training ensures that the SWAT team will be ready to handle a variety of high-risk situations like hostage-rescue situations, active shooter scenarios, high-risk search warrants, and armed barricaded suspects.

The Daniel Defense MK rifles have a thicker barrel that can better endure the large amount of ammunition fired during years of training. The Daniel Defense MK rifle is tooled to accept 5.56 mm NATO ammunition and the .223 cal. standard issue rifle ammunition used by patrol officers. Because the rifle is manufactured to endure both types of ammunition, the rifle has a longer lifespan and provides a more cost-effective solution to the Sunnyvale SWAT team. The Daniel Defense MK rifles are more reliable and durable than the standard issue rifles assigned to the Patrol Division. The Sunnyvale SWAT team only uses the standard .223 cal. ammunition in the Daniel Defense MK rifles.

DPS believes that City Council can make the finding that the military equipment policy is intended to safeguard the public's welfare, safety, civil rights and civil liberties. DPS generally uses this type of equipment to avoid more lethal options, when available. The Policy provides that users of the equipment will be authorized and highly trained before using the equipment. It also ensures that the City Council will receive an annual report on all uses, and that also gives the public an opportunity to weigh in at a well-publicized community meeting. Lastly, DPS is prepared to receive complaints from members of the public on any violations of the policy by providing a direct link to the Office of Internal Affairs.

The Daniel Defense MK rifle has an expected lifespan of approximately 10 years.

2. Purposes and Use

The Daniel Defense MK rifle is only used by specially trained Sunnyvale SWAT team personnel. The rifle is manufactured for SWAT teams and is extremely durable and reliable.

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3. Fiscal Impact

The department firearms program was initiated several years ago. The initial costs for obtaining the equipment are based on 2020 prices:

Daniel Defense MK: Price: $2,963 Qty: 22 Total: $65,201

*Note: .223 cal. ammunition is used as standard issued ammunition for patrol rifles.

Total approximate costs for the program: $ 65,201

4. Rules

835a PC dictates that officers who use deadly force shall "… evaluate each situation in light of the particular circumstances of each case and shall use other available resources and techniques if reasonably safe and feasible to an objectively reasonable officer."

While there is no way to specify the exact amount or type of reasonable force to be applied in any situation, every member of this department is expected to use these guidelines to make such decisions in a professional, impartial, and reasonable manner (Government Code 7286).

The following Sunnyvale DPS Lexipol Policies govern the deployment of firearms:

SUNNYVALE DPS LEXIPOL POLICY 300.1.1 DEFINTIONS

Deadly force - Any use of force that creates a substantial risk of causing death or serious bodily injury, including but not limited to the discharge of a firearm (Penal Code § 835a).

SUNNYVALE DPS LEXIPOL POLICY 300.4 DEADLY FORCE APPLICATIONS

Where feasible, the officer shall, prior to the use of deadly force, make reasonable efforts to identify him/herself as a peace officer and to warn that deadly force may be used, unless the officer has objectively reasonable grounds to believe the person is aware of those facts (Penal Code 835a).

If an objectively reasonable officer would consider it safe and feasible to do so under the totality of the circumstances, officers shall evaluate and use other reasonably available resources and techniques when determining whether to use deadly force. To the extent that it is reasonably practical, officers should consider their surroundings and any potential risks to bystanders prior to discharging a firearm (Government Code § 7286(b)).

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The use of deadly force is only justified when the officer reasonably believes it is necessary in the following circumstances (Penal Code § 835a):

a. An officer may use deadly force to protect him/herself or others from what he/she reasonably believes is an imminent threat of death or serious bodily injury to the officer or another person.
b. An officer may use deadly force to apprehend a fleeing person for any felony that threatened or resulted in death or serious bodily injury, if the officer reasonably believes that the person will cause death or serious bodily injury to another unless immediately apprehended.

Officers shall not use deadly force against a person based on the danger that person poses to him/herself, if an objectively reasonable officer would believe the person does not pose an imminent threat of death or serious bodily injury to the officer or to another person (Penal Code § 835a).

An "imminent" threat of death or serious bodily injury exists when, based on the totality of the circumstances, a reasonable officer in the same situation would believe that a person has the present ability, opportunity, and apparent intent to immediately cause death or serious bodily injury to the officer or another person. An officer's subjective fear of future harm alone is insufficient as an imminent threat. An imminent threat is one that from appearances is reasonably believed to require instant attention (Penal Code § 835a).

SUNNYVALE DPS LEXIPOL POLICY 305.3 AUTHORIZED FIREARMS, AMMUNITION AND OTHER WEAPONS

Officers shall only use firearms that are issued or approved by the Department and have been thoroughly inspected by the Armorer. Except in an emergency or as directed by a supervisor, no firearm shall be carried by an officer who has not qualified with that firearm at an authorized department range.

All other weapons not provided by the Department, including, but not limited to, edged weapons, chemical or electronic weapons, impact weapons or any weapon prohibited or restricted by law or that is not covered elsewhere by department policy, may not be carried by members in the performance of their official duties without the express written authorization of the Chief or designee. This exclusion does not apply to the carrying of a single folding pocketknife that is not otherwise prohibited by law.

Officers encountering a situation that warrants the use of firearm shall make a verbal report to his/her supervisor as soon circumstances permit.

SUNNYVALE DPS LEXIPOL POLICY 305.7 FIREARM DISCHARGE

Except during training or recreational use, any officer who discharges a firearm intentionally or unintentionally, on- or off-duty, shall make a verbal report to his/her

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supervisor as soon as circumstances permit. If the discharge results in injury or death to another person, additional statements and reports shall be made in accordance with the Officer-Involved Shootings and Deaths Policy. If a firearm was discharged as a use of force, the involved officer shall adhere to the additional reporting requirements set forth in the Use of Force/Response to Resistance Policy.

In all other cases, written reports shall be made as follows:

a. If on-duty at the time of the incident, the officer shall file a written report with his/her supervisor or provide a recorded statement to investigators prior to the end of shift, unless otherwise directed.
b. If off-duty at the time of the incident, the officer shall submit a written memo or provide a recorded statement no later than the end of the next regularly scheduled shift, unless otherwise directed by a supervisor.

A supervisor shall respond to all Use of Force incidents. A supervisor shall ensure that all notifications and reports are completed as required by the Use of Force Policy.

SUNNYVALE DPS LEXIPOL POLICY 300.7 SUPERVISOR RESPONSIBILITY

A supervisor shall respond to any reported use of force. The responding supervisor is expected to (Government Code § 7286(b)):

a. Obtain the basic facts from the involved officers. Absent an allegation of misconduct or excessive force, this will be considered a routine contact in the normal course of duties.
b. Ensure that any injured parties are examined and treated.
c. When possible, separately obtain a recorded interview with the subject upon whom force was applied. If this interview is conducted without the person having voluntarily waived his/her Miranda rights, the following shall apply:
    1. The content of the interview should not be summarized or included in any related criminal charges.
    2. The fact that a recorded interview was conducted should be documented in a property or other report.
    3. The recording of the interview should be distinctly marked for retention until all potential for civil litigation has expired.
d. Once any initial medical assessment has been completed or first aid has been rendered, ensure that photographs have been taken of any areas involving visible injury or complaint of pain, as well as overall photographs of uninjured areas. These photographs should be retained until all potential for civil litigation has expired.
e. Identify any witnesses not already included in related reports.

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f. Review and approve all related reports.
g. Determine if there is any indication that the subject may pursue civil litigation.
    1. If there is an indication of potential civil litigation, the supervisor should complete and route a notification of a potential claim through the appropriate channels.
h. In the event physical force is used, but no Offense Report is required, a memorandum to the Police Operations Team Captain is to be prepared. The following information is to be included:
    1. Type of force;
    2. Reason for the force;
    3. Extent of injury to the suspect and action taken to provide aid;
    4. Pertinent information deemed important by the officer.
i. Evaluate the circumstances surrounding the incident and initiate an administrative investigation if there is a question of policy non-compliance or if for any reason further investigation may be appropriate.

In the event that a supervisor is unable to respond to the scene of an incident involving the reported application of force, the supervisor is still expected to complete as many of the above items as circumstances permit.

SUNNYVALE DPS LEXIPOL POLICY 300.6 MEDICAL CONSIDERATION

Once it is reasonably safe to do so, properly trained officers should promptly provide or procure medical assistance for any person injured or claiming to have been injured in a use of force incident (Government Code § 7286(b)).

SUNNYVALE DPS LEXIPOL POLICY 305.3 AUTHORIZED FIREARMS, AMMUNITION AND OTHER WEAPONS

Officers shall only use firearms that are issued or approved by the Department and have been thoroughly inspected by the Armorer. Except in an emergency or as directed by a supervisor, no firearm shall be carried by an officer who has not qualified with that firearm at an authorized department range.

All other weapons not provided by the Department, including, but not limited to, edged weapons, chemical or electronic weapons, impact weapons or any weapon prohibited or restricted by law or that is not covered elsewhere by department policy, may not be carried by members in the performance of their official duties without the express written authorization

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of the Chief or designee. This exclusion does not apply to the carrying of a single folding pocketknife that is not otherwise prohibited by law.

5. Training

Only SWAT Officers who have completed the firearms training and meet the required qualification standards will be authorized to carry the weapon systems.

SUNNYVALE DPS LEXIPOL POLICY 305.6 FIREARMS TRAINING AND QUALIFICATIONS

All officers who carry a firearm while on-duty are required to successfully complete training annually with their duty firearms. In addition to annual training, all officers will qualify at least annually with their duty firearms. Officers will qualify with off-duty and secondary firearms at least once a year. Training and qualifications must be on an approved range course.

At least annually, all officers carrying a firearm should receive practical training designed to simulate field situations including low-light shooting.

SUNNYVALE DPS LEXIPOL POLICY 406.3.4 SWAT/CNT/TMT ONGOING TRAINING

Training shall be managed by the SWAT Commander. The SWAT, CNT, and TMT Lieutenants are responsible for the monthly and/or quarterly training assignments. The SWAT Commander may authorize monthly training exercises that include a review and critique of personnel and their performance in the exercise in addition to specialized training. Training for SWAT team members shall consist of the following:

a. Each SWAT member shall pass a physical fitness test twice each year.
b. Any SWAT team member failing to pass the physical fitness test will be notified of the requirement to retest. Within 30 days of the previous physical fitness test date, the member required to qualify shall report to a team supervisor and complete the entire physical fitness test. Failure to qualify after a second attempt may result in dismissal from the team.
c. Those members who are on PTO or are on a protected leave status, shall be responsible for reporting to a team supervisor and taking the test within 30 days of their return to regular duty. Any member, who fails to arrange for and perform the physical fitness test within the 30-day period, shall be considered as having failed the test for that test period.
d. Bi-yearly, each SWAT team member shall perform the mandatory SWAT handgun qualification course. The qualification course shall consist of the SWAT Basic Drill for the handgun. Failure to qualify will require that officer to seek remedial training from a

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team range master approved by the SWAT Commander. Team members who fail to qualify must retest within 30 days. Failure to qualify within 30 days with or without remedial training may result in dismissal from the team.

e. Each SWAT team member shall complete the bi-yearly SWAT qualification course for any specialty weapon issued to, or used by, the team member during SWAT operations. Failure to qualify will require the team member to seek remedial training from the Armorer who has been approved by the SWAT Commander. Team members who fail to qualify on their specialty weapon may not utilize the specialty weapon on SWAT operations until qualified. Team members who fail to qualify must retest within 30 days. Failure to qualify with specialty weapons within 30 days may result in the team member being removed from the team or permanently disqualified from use of that particular specialty weapon.

6. Compliance

SUNNYVALE DPS LEXIPOL POLICY 305.6 FIREARMS TRAINING AND QUALIFICATIONS

All officers who carry a firearm while on-duty are required to successfully complete training annually with their duty firearms. In addition to annual training, all officers will qualify at least annually with their duty firearms. Officers will qualify with off-duty and secondary firearms at least once a year.
Training and qualifications must be on an approved range course.

At least annually, all officers carrying a firearm should receive practical training designed to simulate field situations including low-light shooting.

SUNNYVALE DPS LEXIPOL POLICY 305.6.1 NON-CERTIFICATION OR NON-QUALIFICATION

Those who fail to meet minimum standards or qualify on their first shooting attempt shall be provided remedial training and will be subject to the following requirements:

a. Additional range assignments may be scheduled to assist the officer in demonstrating consistent firearm proficiency.
b. Officers shall be given credit for a range training or qualification when obtaining a qualifying score or meeting standards after remedial training.
c. No range credit will be given for the following:
    1. Unauthorized range make-up
    2. Failure to meet minimum standards or qualify after remedial training.

Officers who repeatedly fail to meet minimum standards will be removed from field assignment and may be subject to disciplinary action.

The training will fall in line with our legal standards, department policies, and manufacturer's recommendations.

7. Complaints or Concerns

Our department procedures regarding complaints are dictated in the Internal Affairs Investigations Standard Operating Procedures Manual:

The primary function of the Sunnyvale Department of Public Safety (SDPS) is to provide police, fire and emergency medical services (EMS) services to those who live, work and play in Sunnyvale. SDPS enjoys a high level of trust and satisfaction from our community. Continuously striving to maintain our community's trust and satisfaction is paramount to the provision of effective public safety services. As such, it is imperative that we maintain high ethical standards as professional Public Safety Department members, which in turn will help us provide the high-quality services our community members expect and deserve.

One of the most important ways to ensure we are developing and maintaining professional standards is to make certain our internal affairs (IA) policies and procedures that guide how we receive and investigate complaints against our Department's members are thorough, fair and objective to the complainants and Department personnel involved.

Our Lexipol Policy Manual outlines our required standards of conduct for Department members and the basic requirements for addressing complaints. The purpose of this Internal Affairs Investigations Standard Operating Procedures Manual (SOP or Manual) is to provide a more detailed guide designed to assist SDPS personnel and other Sunnyvale officials responsible for receiving, investigating and adjudicating complaints.
This Internal Affairs SOP is customized and designed to define our Department's official policies and procedures for receiving and investigating complaints. It serves as a guide for all who play a role in handling complaints brought against members of the SDPS, both sworn and non-sworn. Adhering to the procedures and protocols outlined in this manual will help ensure that disciplinary measures taken to address misconduct are consistent and fair.
For more information on public safety accountability, please refer to our Public Safety Accountability page at:

https://sunnyvale.ca.gov/government/safety/accountability.htm

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SUNNYVALE DPS – AB 481
Reconnaissance Robots

1. Project Background and Description/Expected Lifespan

The Sunnyvale Department of Public Safety (SDPS) SWAT team is tasked with solving a variety of critical incidents that are so hazardous, complex, or unusual that they exceed the capabilities of patrol officers. The critical incidents include, but are not limited to, hostage taking, barricaded subjects, terrorist attacks, warrant services, and other high-risk incidents.

Due to the threat level of such incidents, any tool the SWAT team can utilize to come to a peaceful resolution is vital to the overall safety of the public, suspects, and officers. A reconnaissance robot is an effective tool in gathering information about a scene without exposing officers to physical confrontation with dangerous subjects.

DPS believes that City Council can make the finding that the military equipment policy is intended to safeguard the public's welfare, safety, civil rights and civil liberties. DPS generally uses this type of equipment to avoid more lethal options, when available. The Policy provides that users of the equipment will be authorized and highly trained before using the equipment. It also ensures that the City Council will receive an annual report on all uses, and that also gives the public an opportunity to weigh in at a well-publicized community meeting. Lastly, DPS is prepared to receive complaints from members of the public on any violations of the policy by providing a direct link to the Office of Internal Affairs.

The two reconnaissance robots utilized by the Sunnyvale Department of Public Safety have no offensive capabilities. They are used for information gathering only. The robots have an expected lifespan of approximately 5 years.

2. Purposes and Use

In police tactical operations a robot can provide real-time reconnaissance during operations involving high-risk warrants, barricaded suspects and hostage rescues. A reconnaissance robot is an effective tool in gathering information about a scene without exposing officers to physical confrontation with dangerous subjects.

3. Fiscal Impact

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The costs of equipment have changed over the years due to the rapidly developing technology. Robots currently in use were purchased with a combination of operating funds and available grant sources.

The Sunnyvale Department of Public Safety currently has two reconnaissance robots:

1) 2014 Avatar III: This medium sized robot, weighing approximately 50 pounds, is utilized by the Sunnyvale SWAT team and the Sunnyvale Fire HAZMAT team to enter hazardous locations before humans to assess possible threats. The robot has several cameras and is remotely controlled.
   2014 Avatar III: Price: $59,000 Qty: 1 Total: $59,000
   The department equipment schedule contains an allocation of $50,000 in FY23/24 to replace this equipment.

2) Recon Scout Robot: The recon scout robot is a small robot designed to fit into an operative's pocket. It can be quickly and stealthily deployed by tossing it into a location and using the remote to maneuver it around. It can visually clear small or large spaces prior to an operative clearing it.
   Recon Scout Robot: Price: $15,000 Qty: 2 Total: $30,000

The replacement cost for this program is approximately $89,000

The City of Sunnyvale currently pays for routine maintenance and repairs made to the robots. These costs vary depending on needs.

4. Rules

The following Sunnyvale DPS Lexipol Policies govern the deployment of SWAT/CNT/TMT:

SUNNYVALE DPS LEXIPOL POLICY 406.2.2 OPERATIONAL PROCEDURES

Operational procedures should be generally patterned after the National Tactical Officers Association Suggested SWAT Best Practices. Because such procedures are specific to SWAT/CNT/TMT members and will outline tactical and officer safety issues, they are not included within this policy. Operational procedures should include, at minimum, the following:

1. Designated personnel responsible for developing an operational or tactical plan prior to, and/or during SWAT operations (time permitting).
   a. All SWAT team members should have an understanding of operational planning.

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   b. SWAT team training should consider planning for both spontaneous and planned events.
   c. SWAT teams should incorporate medical emergency contingency planning as part of the SWAT operational plan.
2. Designated personnel responsible for developing an operational / medical plan prior to, and/or during TMT operations (time permitting).
   a. All TMT members should have an understanding of operational/medical planning.
   b. TMT training should consider planning for both spontaneous and planned events.
3. Mission briefings conducted prior to an operation, unless circumstances require immediate deployment. On scene mission briefs should be conducted as soon as practical in immediate deployment situations.
   a. When possible, briefings should include the specialized units and supporting resources.
4. Protocols for a sustained operation which may include relief, rotation of personnel and augmentation of resources.
5. A generic checklist, to be worked through during pre planned events, prior to initiating a tactical action as a means of conducting a threat assessment to determine the appropriate response and resources necessary, including the use of SWAT.
6. The appropriate role for a trained negotiator.
7. A standard method of determining whether a warrant should be regarded as high-risk.
8. A method for deciding how best to serve a high-risk warrant with all reasonably foreseeable alternatives being reviewed in accordance with risk/benefit criteria prior to selecting the method of response.
9. Post incident scene management including:
   a. Documentation of the incident.
   b. Transition to investigations and/or other units.
   c. Debriefing after deployment of the SWAT team.
      1. After-action team debriefing provides evaluation and analysis of critical incidents and affords the opportunity for individual and team assessments, helps to identify training needs, and reinforces sound risk management practices.
      2. When appropriate, debriefing should include specialized units and resources.
      3. In order to maintain candor and a meaningful exchange, debriefing will generally not be recorded.
      4. Such debriefing should not be conducted until involved officers have had the opportunity to individually complete necessary reports or provide formal statements.
10. Standardization of equipment deployed.

SUNNYVALE DPS LEXIPOL POLICY 406.9.2 APPROPRIATE SITUATIONS FOR USE OF SWAT/CNT/TMT UNIT

The following are examples of incidents which may result in the activation of the SWAT/CNT/TMT Unit:

a. Barricaded suspects who refuse an order to surrender.
b. Incidents where hostages are taken.
c. Cases of suicide threats.
d. Arrests of dangerous persons.
e. Any situation that could enhance the ability to preserve life, maintain social order, and ensure the protection of property.

SUNNYVALE DPS LEXIPOL POLICY 406.9.5 MOBILIZATION OF SWAT/CNT/TMT UNIT

The On-Scene supervisor shall make a request to a Lieutenant for the SWAT/CNT Unit. The Lieutenant shall then notify the SWAT/CNT Commander. If unavailable, a team supervisor shall be notified. A current mobilization list shall be maintained by Communications Unit staff. The Lieutenant will then notify the Police Services Captain as soon as practical.

The Lieutenant or designee should provide the SWAT Commander with as much of the following information as available at the time:

a. The number of suspects, known weapons and resources.
b. If the suspect is in control of hostages.
c. If the suspect is barricaded.
d. The type of crime involved.
e. If the suspect has threatened or attempted suicide.
f. The location of the command post and a safe approach to it.
g. The extent of any perimeter and the number of officers involved.
h. Any other important facts critical to the immediate situation and whether the suspect has refused an order to surrender.

The SWAT Commander, Captain or supervisor shall then initiate the SWAT call-out procedures. A current mobilization list shall be maintained by Communications Unit staff. An immediate need request for the SWAT team will trigger a call out of the SWAT/CNT/TMT Unit.

5. Training

All Sunnyvale DPS SWAT team members are trained on tactical operations and the use of robots for intelligence gathering during their P.O.S.T. Certified Basic 80-hour SWAT School. SWAT team members also participate in monthly SWAT scenario based training .

SUNNYVALE DPS LEXIPOL POLICY 406.3.1 INITIAL TRAINING

SWAT team operators and SWAT supervisors should not be deployed until successful completion of the POST certified Basic SWAT Course or its equivalent.

a. To avoid unnecessary or redundant training, previous training completed by members may be considered equivalent when the hours and content (topics) meet or exceed department requirements or POST standardized training recommendations.

SUNNYVALE DPS LEXIPOL POLICY 406.3.2 UPDATED TRAINING

Appropriate team training for the specialized SWAT functions and other supporting resources should be completed prior to full deployment of the team.

SWAT team operators and SWAT supervisors should complete POST certified updates or refresher training as mandated or as required by the SWAT Commander.

SUNNYVALE DPS LEXIPOL POLICY 406.3.3 SUPERVISION AND MANAGEMENT TRAINING

Command and executive personnel are encouraged to attend training for managing the SWAT function at the organizational level to ensure personnel who provide active oversight at the scene of SWAT operations understand the purpose and capabilities of the teams.

Command personnel who may assume incident command responsibilities should attend SWAT or Critical Incident Commander course or its equivalent. SWAT command personnel should attend a POST certified SWAT commander or tactical commander course, or its equivalent.

SUNNYVALE DPS LEXIPOL POLICY 406.3.6 SCENARIO BASED TRAINING

SWAT teams should participate in scenario-based training that simulates the tactical operational environment. Such training is an established method of improving performance during an actual deployment.

SUNNYVALE DPS LEXIPOL POLICY 406.3.7 TRAINING DOCUMENTATION

Individual and team training shall be documented and records maintained by the Training Unit. Such documentation shall be maintained in each member's individual training file. A separate agency SWAT training file, CNT training file, and TMT training file shall be maintained with documentation and records of all team training. The supervising Lieutenant(s) of each respective team is responsible for ensuring training records are updated monthly.

6. Compliance

The Sunnyvale DPS SWAT Team Captain shall ensure all personnel authorized to conduct explosive breaching will be properly trained and certified. The training will fall in line with our legal standards, department policies, and manufacturer's recommendations.

SUNNYVALE DPS LEXIPOL POLICY 406.8 SWAT TEAM ADMINISTRATIVE PROCEDURES

Continual evaluation of a team member's performance and efficiency as it relates to the positive operation of the unit shall be conducted by the SWAT Commander. The performance and efficiency level, as established by the team supervisor, will be met and maintained by all SWAT Team members. Any member of the SWAT Team who performs or functions at a level less than satisfactory shall be subject to dismissal from the team.

7. Complaints or Concerns

Our department procedures regarding complaints are dictated in the Internal Affairs Investigations Standard Operating Procedures Manual:

The primary function of the Sunnyvale Department of Public Safety (SDPS) is to provide police, fire and emergency medical services (EMS) services to those who live, work and play in Sunnyvale. SDPS enjoys a high level of trust and satisfaction from our community. Continuously striving to maintain our community's trust and satisfaction is paramount to the provision of effective public safety services. As such, it is imperative that we maintain high ethical standards as professional Public Safety Department members, which in turn will help us provide the high-quality services our community members expect and deserve.

One of the most important ways to ensure we are developing and maintaining professional standards is to make certain our internal affairs (IA) policies and procedures that guide how we receive and investigate complaints against our Department's members are thorough, fair and objective to the complainants and Department personnel involved.

Our Lexipol Policy Manual outlines our required standards of conduct for Department members and the basic requirements for addressing complaints. The purpose of this Internal Affairs Investigations Standard Operating Procedures Manual (SOP or Manual) is to provide a more detailed guide designed to assist SDPS personnel and other Sunnyvale officials responsible for receiving, investigating and adjudicating complaints.

This Internal Affairs SOP is customized and designed to define our Department's official policies and procedures for receiving and investigating complaints. It serves as a guide for all who play a role in handling complaints brought against members of the SDPS, both sworn and non-sworn. Adhering to the procedures and protocols outlined in this manual will help ensure that disciplinary measures taken to address misconduct are consistent and fair.

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SUNNYVALE DPS – AB 481

Tear Gas

Overview

1. Project Background and Description/Expected Lifespan

Chemical agent munitions, which are commonly referred to as "tear gas," are used by the Sunnyvale Department of Public Safety (SDPS) as a non-lethal tool to disperse unlawful groups and on barricaded suspects. SDPS uses chemical agents which are used by law enforcement across the United States: CS (2-Chlorobenzylidenemalononitrile) and OC (Oleoresin Capsicum). Both CS and OC are not actual gas but are micro-pulverized particles. These particles cause irritation and/or inflammation and are non-lethal.

CS is an irritating agent and lachrymator (irritates the eyes and causes tears to flow). CS has been medically tested in the UK and US, specifically by the U.S. Army. There are no known allergic reactions to CS.

OC was de-regulated in California in 1996, is endorsed by the FBI, and is available to civilians to legally possess (2.5oz or less). OC is an inflammatory agent which causes involuntary closure of eyes (open in 2-5 minutes) and respiratory inflammation (subsides in approximately 2 minutes).

Decontamination for both CS and OC is fresh air and cool, clean water.

The chemical agent munitions are delivered by throwing a canister or launching a canister using a specially modified shotgun. The specially modified shotgun is capable of launching a gas canister into a second or third floor window. The specially modified shotgun is only used by trained SDPS SWAT personnel.

The multiple types of munitions listed below, which are possessed and used by SDPS, are different models of cannisters which each disperse different gram weights of chemical agent "tear gas" and allow for different deployment methods (different devices or tools) based upon the circumstances of the event requiring use. Having the choice of multiple munitions also allows officers to control the amount (in grams) of chemical agent used during a deployment.

Our inventory of chemical agent munitions is as follows:

1) CTS 5230B (CS) (Expires 5-years) Inventory: 33
2) CTS 5230 (CS) (Expire 5-years) Inventory: 16
3) CTS 8230 (CS) (Expire 5-years) Inventory: 28

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4) CTS 4331 (CS) (Expires 5-years) Inventory: 12
5) CTS 4330 (CS) (Expires 5-years) Inventory: 13
6) CTS 4233 (CS) (Expires 5-years) Inventory: 90
7) Deftech Fogger Aerosol (OC) (Expires 5-years) Inventory: 10
10) Specially modified SWAT shotgun – Inventory 2

DPS believes that City Council can make the finding that the military equipment policy is intended to safeguard the public's welfare, safety, civil rights and civil liberties. DPS generally uses this type of equipment to avoid more lethal options, when available. The Policy provides that users of the equipment will be authorized and highly trained before using the equipment. It also ensures that the City Council will receive an annual report on all uses, and that also gives the public an opportunity to weigh in at a well-publicized community meeting. Lastly, DPS is prepared to receive complaints from members of the public on any violations of the policy by providing a direct link to the Office of Internal Affairs.

The chemical agents utilized by the Sunnyvale Department of Public Safety have an expected lifespan of approximately 5 years.

2. Purposes and Use

Chemical agent "tear gas" munitions are used as a non-lethal option in a potentially violent encounter during rioting crowds or barricaded suspects. The proper use of chemical agents provides for a de-escalation tool used to avoid further injuries or to avoid using lethal options on a suspect.

3. Fiscal Impact

The Sunnyvale DPS SWAT team has three (3) personnel who are qualified by the California Association of Tactical Officer's / CA-POST Chemical Agent Instructor program in San Diego, California. Based on the instruction received and best-practices learned from the San Diego County Sheriff's Office, the Sunnyvale DPS SWAT team purchased the following equipment:

The list below are the approximate unit prices for the associated munitions in our inventory:

1) CTS 5230B (CS) (Expires 5-years) Inventory: 33 ($1257)
2) CTS 5230 (CS) (Expire 5-years) Inventory: 16 ($576)
3) CTS 8230 (CS) (Expire 5-years) Inventory: 28 ($672)
4) CTS 4331 (CS) (Expires 5-years) Inventory: 12 ($312)
5) CTS 4330 (CS) (Expires 5-years) Inventory: 13 ($468)

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6) CTS 4233 (CS) (Expires 5-years) Inventory: 90 ($2097)
7) Deftech Fogger Aerosol (OC) (Expires 5-years) Inventory: 10 ($450)
10) Specially modified SWAT shotgun – Inventory 2 ($2000)

The estimated annual costs to maintain and replenish the chemical agent "tear gas" inventory is approximately $1,500. On an approximate five (5) year cycle, the munitions expire and require replacement. The approximate cost of replacing the entire inventory at expiration is $7,832.

4. Rules

835a PC dictates that officers who use deadly force shall "… evaluate each situation in light of the particular circumstances of each case, and shall use other available resources and techniques if reasonably safe and feasible to an objectively reasonable officer." Other available resources include de-escalation tools such as chemical agents or "tear gas."

Other legal guidelines involve the use of chemical agents such as Penal Code 13652. It discusses when and when not to use chemical agents during assemblies, protests, and/or demonstrations.

The Sunnyvale Department of Public Safety Special Weapons and Tactics Team (SWAT) is responsible for the storage, inventory, training, and use of chemical agents. The Sunnyvale SWAT utilizes the LCT50 formula (cu. ft. / grams of CS chemical agent x 0.71 constant variable = LCT50 in minutes) as a guideline only when determining the amount of CS chemical agent to introduce into a structure.

The following persons may authorize the deployment and use of chemical agents:

1. The Chief of Police, Deputy Chief, or Captain.
2. An Incident Commander.
3. The S.W.A.T. Team Captain.

The following Sunnyvale DPS Lexipol Policies govern the deployment of chemical agents:

SUNNYVALE DPS LEXIPOL POLICY 302.6 Tear Gas Guidelines:

Tear gas may be used for crowd control, crowd dispersal or against barricaded suspects based on the circumstances. Only the Lieutenant, Incident Commander or SWAT/CNT Commander may authorize the delivery and use of tear gas, and only after evaluating all conditions known at the time and determining that such force reasonably appears justified and necessary.

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When practicable, fire personnel should be alerted or summoned to the scene prior to the deployment of tear gas to control any fires and to assist in providing medical aid or gas evacuation if needed.

SUNNYVALE DPS LEXIPOL POLICY 302.7.3 Treatment for OC Spray Exposure:

Persons who have been sprayed with or otherwise affected by the use of OC should be promptly provided with clean water to cleanse the affected areas. Those persons who complain of further severe effects shall be examined by appropriate medical personnel.

SUNNYVALE DPS LEXIPOL POLICY 302.8 Post Application Notice:

Whenever tear gas or OC has been introduced into a residence, building interior, vehicle or other enclosed area, officers should provide the owners or available occupants with notice of the possible presence of residue that could result in irritation or injury if the area is not properly cleaned. Such notice should include advisement that clean up will be at the owner's expense. Information regarding the method of notice and the individuals notified should be included in related reports.

SUNNYVALE DPS LEXIPOL POLICY 302.9 Kinetic Energy Projectile Guidelines:

This department is committed to reducing the potential for violent confrontations. Kinetic energy projectiles, when used properly, are less likely to result in death or serious physical injury and can be used in an attempt to de-escalate a potentially deadly situation.

SUNNYVALE DPS LEXIPOL POLICY 302.9.1 Deployment and Use:

Only department-approved kinetic energy munitions shall be carried and deployed. Approved munitions may be used to compel an individual to cease his/her actions when such munitions present a reasonable option.

Officers are not required or compelled to use approved munitions in lieu of other reasonable tactics if the involved officer determines that deployment of these munitions cannot be done safely. The safety of hostages, innocent persons and officers takes priority over the safety of subjects engaged in criminal or suicidal behavior.

Circumstances appropriate for deployment include, but are not limited to, situations in which:

a. The suspect is armed with a weapon and the tactical circumstances allow for the safe application of approved munitions.
b. The suspect has made credible threats to harm him/herself or others.

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c. The suspect is engaged in riotous behavior or is throwing rocks, bottles or other dangerous projectiles at people and/or officers.
d. There is probable cause to believe that the suspect has already committed a crime of violence and is refusing to comply with lawful orders.

SUNNYVALE DPS LEXIPOL POLICY 302.9.2 Deployment Considerations:

Before discharging projectiles, the officer should consider such factors as:

a. Distance and angle to target.
b. Type of munitions employed.
c. Type and thickness of subject's clothing.
d. The subject's proximity to others.
e. The location of the subject.
f. Whether the subject's actions dictate the need for an immediate response and the use of control devices appears appropriate.

A verbal warning of the intended use of the device should precede its application unless it would otherwise endanger the safety of officers or when it is not practicable due to the circumstances. The purpose of the warning is to give the individual a reasonable opportunity to voluntarily comply and to warn other officers and individuals that the device is being deployed.

Officers should keep in mind the manufacturer's recommendations and their training regarding effective distances and target areas. However, officers are not restricted solely to use according to manufacturer recommendations. Each situation must be evaluated on the totality of circumstances at the time of deployment.

The need to immediately incapacitate the subject must be weighed against the risk of causing serious injury or death. The head and neck should not be intentionally targeted, except when the officer reasonably believes the suspect poses an imminent threat of serious bodily injury or death to the officer or others.

SUNNYVALE DPS LEXIPOL POLICY 302.9.3 SHOTGUN SAFETY PROCEDURES

Shotguns assigned to SWAT specifically designated for use with kinetic energy projectiles will be specially marked in a manner that makes them readily identifiable as such.

Officers will inspect the shotgun and projectiles as needed to ensure that the shotgun is in proper working order and the projectiles are of the approved type and appear to be free from defects.

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When it is not deployed, the shotgun will be unloaded and properly and secured in the SWAT armory. When deploying the kinetic energy projectile shotgun, the officer shall visually inspect the kinetic energy projectiles to ensure that conventional ammunition is not being loaded into the shotgun.

Absent compelling circumstances, officers who must transition from conventional ammunition to kinetic energy projectiles will employ the two-person rule for loading. The two-person rule is a safety measure in which a second officer watches the unloading and loading process to ensure that the weapon is completely emptied of conventional ammunition.

5. Training

Personnel assigned to the Sunnyvale DPS SWAT team receive training on the proper use of chemical agents by certified instructors. The training includes when chemical agents can be deployed, how to handle and deploy the munitions, air purifying respirator (APR) use, personnel and structure decontamination, and reporting requirements. Chemical Agent Training also includes a yearly exposure to the chemical agents. There are currently ten (10) Chemical Agent Instructors (CA POST-Certified) within the Sunnyvale DPS SWAT Team.

S.W.A.T. Team personnel who have completed a POST Certified Chemical Agent Instructor Course shall be responsible for providing training in the use of chemical agents to maintain the proficiency of Officers assigned to S.W.A.T. Assigned S.W.A.T. personnel should familiarize Command Staff with the use and deployment of Chemical Agents. S.W.A.T. personnel shall conduct Chemical Agent training annually.

A. Training shall be documented, and records maintained of such trainings.
B. Officers shall clean and inspect the Chemical Agent delivery system after each deployment.
C. The Chemical Agent Cadre of the S.W.A.T. Team shall be responsible for maintaining control of all Chemical Agents and their respective delivery systems. The Cadre shall be responsible for inventorying and updating deployable Chemical Agent munitions.

Our procedural guidelines for training are dictated in the Sunnyvale DPS policy Manual:

SUNNYVALE DPS LEXIPOL POLICY 302.10 Training for Control Devices:

The Police Training Coordinator shall ensure that all personnel who are authorized to carry a control device have been properly trained and certified to carry the specific control device and are retrained or recertified as necessary.

Proficiency training shall be monitored and documented by a certified, control-device weapons or tactics instructor.

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All training and proficiency for control devices will be documented in the officer's training file.

Officers who fail to demonstrate proficiency with the control device or knowledge of this agency's Use of Force Policy will be provided remedial training. If an officer cannot demonstrate proficiency with a control device or knowledge of this agency's Use of Force Policy after remedial training, the officer will be restricted from carrying the control device and may be subject to discipline.

SUNNYVALE DPS LEXIPOL POLICY 302.11 Reporting Use of Control Devices and Techniques:

Any application of a control device or technique listed in this policy shall be documented in the related incident report and reported pursuant to the Use of Force Policy. The documentation shall include the following information

1. Who authorized the use of Chemical Agents.
2. Facts surrounding their use.
3. Was a warning given prior to the Chemical Agent deployment (when applicable)?
4. The type of chemical agent and delivery system used.
5. Name of Officer who deployed the Chemical Agent.

6. Compliance

Per Lexipol policy 302.10 (Training for Control Devices), the Training Coordinator shall ensure all personnel authorized to carry any control devices will be properly trained and certified.

Additionally, the Sunnyvale DPS SWAT Team Captain shall ensure all personnel authorized to use chemical agents will be properly trained and certified.

The training will fall in line with our legal standards, department policies, and manufacturer's recommendations.

7. Complaints or Concerns

Our department procedures regarding complaints are dictated in the Internal Affairs Investigations Standard Operating Procedures Manual:

The primary function of the Sunnyvale Department of Public Safety (SDPS) is to provide police, fire and emergency medical services (EMS) services to those who live, work and play in Sunnyvale. SDPS enjoys a high level of trust and satisfaction from our community. Continuously striving to maintain our community's trust and satisfaction is paramount to the provision of

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effective public safety services. As such, it is imperative that we maintain high ethical standards as professional Public Safety Department members, which in turn will help us provide the high-quality services our community members expect and deserve.

One of the most important ways to ensure we are developing and maintaining professional standards is to make certain our internal affairs (IA) policies and procedures that guide how we receive and investigate complaints against our Department's members are thorough, fair and objective to the complainants and Department personnel involved.

Our Lexipol Policy Manual outlines our required standards of conduct for Department members and the basic requirements for addressing complaints. The purpose of this Internal Affairs Investigations Standard Operating Procedures Manual (SOP or Manual) is to provide a more detailed guide designed to assist SDPS personnel and other Sunnyvale officials responsible for receiving, investigating and adjudicating complaints.

This Internal Affairs SOP is customized and designed to define our Department's official policies and procedures for receiving and investigating complaints. It serves as a guide for all who play a role in handling complaints brought against members of the SDPS, both sworn and non-sworn. Adhering to the procedures and protocols outlined in this manual will help ensure that disciplinary measures taken to address misconduct are consistent and fair.

For more information on public safety accountability, please refer to our Public Safety Accountability page at:

https://sunnyvale.ca.gov/government/safety/accountability.htm

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SUNNYVALE DPS – AB 481
Unmanned Aircraft Systems (UAS)

1. Project Background and Description/Expected Lifespan

Small Unmanned Aircraft Systems (UAS) are portable systems flown autonomously without a pilot onboard and controlled from an operator on the ground. They have shown to be a valuable resource to police and fire organizations by providing a bird's eye view of crime and/or disaster scenes that may not otherwise be seen. The UAS has the ability to launch quickly in dangerous situations, locate survivors, and send data about their whereabouts to responders on the ground.

Any use of a UAS will be in strict accordance with constitutional and privacy rights and Federal Aviation Administration (FAA) regulations. Safety, above all else, is the primary concern in every operation, regardless of the nature of the mission.

DPS believes that City Council can make the finding that the military equipment policy is intended to safeguard the public's welfare, safety, civil rights and civil liberties. DPS generally uses this type of equipment to avoid more lethal options, when available. The Policy provides that users of the equipment will be authorized and highly trained before using the equipment. It also ensures that the City Council will receive an annual report on all uses, and that also gives the public an opportunity to weigh in at a well-publicized community meeting. Lastly, DPS is prepared to receive complaints from members of the public on any violations of the policy by providing a direct link to the Office of Internal Affairs.

The UAS utilized by the Sunnyvale Department of Public Safety have an expected lifespan of approximately 5 years.

2. Purposes and Use

The UAS utilized by the Sunnyvale Department of Public Safety are used to assist in search and rescue missions, fire investigations, HAZMAT response, barricaded suspects, hostage situations and other high-risk tactical operations to reduce risk to department personnel, suspects and community members.

3. Fiscal Impact

The Sunnyvale Department of Public Safety UAS program was initially funded by a grant funding. The Sunnyvale Department of Public Safety currently utilizes two UAS platforms:

DJI Matrice 210: This UAS is a large platform outfitted with several high-resolution cameras and thermal imaging cameras. The DJI Matrice 210 has a longer flight time and is used for planned operations.

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DJI Mavic 2 Enterprise: This UAS is a smaller, foldable, portable platform outfitted with limited cameras. The DJI Mavic 2 Enterprise is commonly used to gain access into smaller locations (i.e. indoors) or for unplanned rapid deployments.

DJI Matrice 210 UAS:	Price: $ 35,000	Qty: 1	Total: $ 35,000
DJI Mavic 2 Enterprise:	Price: $ 5,000	Qty: 1	Total: $ 5,000

~~The replacement cost for this program is $40,000.~~

The City of Sunnyvale currently pays for routine maintenance and repairs made to both UAS systems. These costs vary depending on needs.

In October 2022, DPS sought City Council approval for the purchase of one additional UAS platform in accordance with AB481.

Brinc Lemur UAS:	Price: $20,000	Qty: 1	Total: $20,000

The replacement cost for this program is $60,000

4. Rules

The following Sunnyvale DPS Lexipol Policies govern the deployment of UAS systems:

SUNNYVALE DPS LEXIPOL POLICY 357.3 PRIVACY

The department recognizes that use of a UAS involves potential privacy considerations and is committed to using UAS in a manner that respects privacy rights. UAS operators and observers will consider citizens' civil rights and reasonable expectations of privacy as key components of any decision made to deploy the vehicle.

UAS operators and observers will ensure, and will be held accountable for ensuring, that operations of the UAS appropriately balance operational needs with maintaining public privacy and freedom from intrusion. To ensure that legitimate privacy considerations are observed, UAS operators and observers will:

a. Absent a warrant or exigent circumstances, adhere to FAA altitude regulations and shall not intentionally record or transmit images of any location where a person would have a reasonable expectation of privacy (e.g., residence, yard, enclosure).
b. Take reasonable precautions to avoid inadvertently recording or transmitting images of areas where there is a reasonable expectation of privacy.
c. During flight, direct onboard cameras so as to face away from occupied structures not related to the mission, to minimize the inadvertent capture of video or still images of uninvolved persons.
d. Maintain all video and still images in strict compliance with State law and Sunnyvale DPS policies and procedures.

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e. Operate strictly within the law and regulations pertaining to UAS. Whenever required by policy or law, operators will ensure that warrants are obtained prior to deploying the UAS.

SUNNYVALE DPS LEXIPOL POLICY 357.10 USE OF UAS

Only authorized operators who have completed the required training shall be permitted to operate the UAS. All use shall be authorized by the Program Coordinator.

The authorized missions for UAS use are:

a. Search and Rescue Missions
b. Response to Fires or Post-Fire Investigations
c. HAZMAT response
d. Barricaded Suspects, Hostage Situations and other high-risk Tactical Operations to reduce risk to department personnel, suspects and community members.
e. Disaster Response (i.e. flood, earthquake)
f. Video/Photograph documentation of Crime Scenes
g. Training Flights as required to meet FAA and Department certification standards
h. Used in accordance with a court order or search warrant

SUNNYVALE DPS LEXIPOL POLICY 357.11 PROHIBITED USE

The UAS video surveillance equipment shall not be used:

- To conduct random surveillance activities.
- To target a person based solely on actual or perceived characteristics, such as race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, economic status, age, cultural group, or disability.
- To harass, intimidate, or discriminate against any individual or group.
- To conduct personal business of any type.

The UAS shall not be weaponized.

SUNNYVALE DPS LEXIPOL POLICY 357.18 UAS DEPLOYMENT PROCEDURES

a. Initial requests to use the UAS will be screened by a Patrol Lieutenant. If unavailable, a Team Captain or B/C shall be notified. The approving supervisor will have Dispatch contact the Program Coordinator or Manager to request deployment of the UAS. The request will be screened based on the following:
    1. Is the proposed use of the UAS within the capabilities of the UAS equipment and personnel?
    2. Does the proposed use of the UAS fall within FAA and Department policies and regulations for UAS deployment?
    3. Can the UAS be deployed safely given current weather conditions?
    4. If the UAS deployment requires a warrant, has one been requested and approved?

5. Are sufficient trained and qualified personnel available to safely operate the UAS?

b. The UAS Program Coordinator or Manager will either accept or decline the request for UAS support. If the request is denied, a reason will be provided for declining the request to Dispatch, who will provide the requestor this information along with the reason for declining. If the Coordinator or Manager accepts the support request, a UAS pilot will be assigned who will be provided all available mission information.
c. The UAS pilot will contact a certified observer from the list of available trained observers and arrange for the observer to meet the pilot at the scene. The UAS pilot is responsible for transporting the UAS and all required equipment.
d. Upon arriving at the requested location, the UAS pilot will contact the on-scene Incident Commander, check in, and receive a briefing on the mission requested. The UAS operators will make an on-scene determination of the ability of the UAS to perform the requested mission safely and within department and FAA policies and procedures.
e. If the UAS operators determine that the use of the UAS would violate department policy or directives, they will inform the Incident Commander of the potential conflict along with recommendations for modifying the requested mission to conform with department policies and procedures. As this is a change from the original approved mission, the UAS pilot will contact the UAS unit chain of command for direction on how to proceed. As soon as possible after the completion of the mission, the UAS pilot will make a full report of the circumstances and their concern through the chain of command.
f. UAS operators will have discretion for declaring safety or violation of FAA rules. If UAS operators determine that a requested mission would violate FAA rules or endanger civilians, the UAS pilot will respectfully inform the Incident Commander of the reason(s) for refusing to operate the UAS and contact the UAS chain of command immediately. The UAS will not be flown in this circumstance, and the authority of the UAS pilot is absolute.
g. If the UAS pilot determines that the requested mission will potentially damage the UAS or its associated equipment, the UAS pilot will inform the Incident Commander of their concern and suggest mission parameter changes. The UAS pilot is the final authority regarding UAS operations.

SUNNYVALE DPS LEXIPOL POLICY 357.19 DOCUMENTATION AND EVIDENCE

a. Prior to every flight, a flight log shall be initiated for documentation.
b. Inspection and weather will be documented prior to flight within the log book.
c. After each flight, the operator will complete a statement documenting the UAS operations.
d. After each deployment, video obtained by the UAS Operation will be submitted to evidence in accordance with Department policies and procedures.
e. Aerial photography (still or video) shall be stored with digital evidence in accordance with Department policy and procedure.

f. The pilot of the UAS is responsible for evidence handling as well as writing any supporting documentation for the incident.

5. Training

SUNNYVALE DPS LEXIPOL POLICY 357.6 TRAINING NEEDS ASSESSMENT

The UAS Program Manager and Program Coordinator shall conduct an annual needs assessment to ensure that training is conducted within unit capabilities, department policy, and training guidelines as established by the FAA.

SUNNYVALE DPS LEXIPOL POLICY 357.7 INITIAL TRAINING

a. Upon selection to the collateral assignment of UAS Operator, new members shall acquire an FAA Remote Pilot Certificate, or higher.
b. Observers must have completed sufficient training to communicate to the pilot any instructions required to remain clear of conflicting traffic. This training, at a minimum, shall include knowledge of the rules and responsibilities described in 14 CFR 91.111, Operating Near Other Aircraft; 14 CFR 91.113, Right-of-Way Rules: Except Water Operations; and 14 CFR 91.155, Basic VFR Weather Minimums; knowledge of air traffic and radio communications, including the use of approved ATC/pilot phraseology; and knowledge of appropriate sections of the Aeronautical Information Manual.
c. Before a member can be authorized to conduct flight operations as a UAS pilot, they must complete at least eight hours of flight training with UAS instructors to show proficiency of the flight training exercises and the airframe. This must be accomplished to show their ability and knowledge of the UAS.

SUNNYVALE DPS LEXIPOL POLICY 357.8 RECURRENT TRAINING

a. To maintain a level of proficiency with the UAS, operators shall be required to attend regular training. Training will be coordinated through the Program Coordinator.
b. All members in the assignment shall maintain proficiency in their pilot/observer abilities. Members who do not have any documented training or flight time within a span of 6 months will need to demonstrate proficiency before being a pilot/observer during a deployment or exercise.
c. Recurrent training is not limited to actual piloting/observer skills but includes knowledge of all pertinent UAS/aviation matters.
d. Failure to demonstrate proficiency can result in removal from UAS responsibilities.

SUNNYVALE DPS LEXIPOL POLICY 357.9 TRAINING RECORDS

a. All members will have a training file on record that details training history. This training file will be held in conjunction with the member's normal training file per Department policy.

b. All deployments or exercises will be documented and count towards a member's training.
c. It is the member's responsibility to verify their training file contains all pertinent information.

6. Compliance

SUNNYVALE DPS LEXIPOL POLICY 357.4 PROGRAM MANAGER

The Chief will appoint a Program Manager who will be responsible for the overall direction and management of the UAS program. The Program Manager will have the following responsibilities:

- Ensuring that policies and procedures conform to current laws, regulations and best practices.
- Ensuring that established protocols are followed by monitoring and providing periodic reports on the program to the Chief.

SUNNYVALE DPS LEXIPOL POLICY 357.5 PROGRAM COORDINATOR

The Director of Public Safety will appoint a Program Coordinator who will be responsible for direct supervision of the UAS Program and its personnel. The Program Coordinator will have the following additional responsibilities:

- Coordinating the FAA Certificate of Waiver or Authorization (COA) application process and ensuring that the COA is current.
- Maintaining contact with the FAA and familiarity with pertinent FAA regulations.
- Ensuring that all authorized operators and required observers have completed all required FAA and Department approved training in the operation, applicable laws, policies and procedures regarding use of the UAS.
- Developing a UAS inspection, maintenance and record-keeping protocol to ensure continuing airworthiness of a UAS, up to and including its overhaul or life limits.
- Facilitating law enforcement access to images and data captured by the UAS.
- Recommending program enhancements, particularly regarding safety and information security.
- Ensuring that all training, flight and maintenance records for each operator and airframe are maintained.

The training will fall in line with our legal standards, department policies, and manufacturer's recommendations.

7. Complaints or Concerns

Our department procedures regarding complaints are dictated in the Internal Affairs Investigations Standard Operating Procedures Manual:

The primary function of the Sunnyvale Department of Public Safety (SDPS) is to provide police, fire and emergency medical services (EMS) services to those who live, work and play in Sunnyvale. SDPS enjoys a high level of trust and satisfaction from our community. Continuously striving to maintain our community's trust and satisfaction is paramount to the provision of effective public safety services. As such, it is imperative that we maintain high ethical standards as professional Public Safety Department members, which in turn will help us provide the high-quality services our community members expect and deserve.

One of the most important ways to ensure we are developing and maintaining professional standards is to make certain our internal affairs (IA) policies and procedures that guide how we receive and investigate complaints against our Department's members are thorough, fair and objective to the complainants and Department personnel involved.

Our Lexipol Policy Manual outlines our required standards of conduct for Department members and the basic requirements for addressing complaints. The purpose of this Internal Affairs Investigations Standard Operating Procedures Manual (SOP or Manual) is to provide a more detailed guide designed to assist SDPS personnel and other Sunnyvale officials responsible for receiving, investigating and adjudicating complaints.

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SUNNYVALE DPS – AB 481
Military Equipment List

Name of Equipment	Number of Equipment	Description	Ammunition (appox. Count)
Pepper Ball Launcher	6	Pepperball SA200 Launcher	2,625
SAGE	6	Sage Deuce 37 mm Launcher	193
SWAT SAGE	2	Penn Arms "CL1-40-C" 40 mm Launcher	20
FlashBangs	39	CTS Models – 7290-9, 7290-2, 7290M	39
CS Gas	148	CTS Models – 5230, 5230B, 8230, 4330, 4431	148
Explosive Breaching Equipment	3000 ft. detonation cord, 200 detonators, 50 blasting caps	3000 ft. detonation cord, 200 detonators, 50 blasting caps	N/A
SWAT Robots	3	(2011)Robotex Avatar III, (2) Recon Robotix Recon Scout	N/A
SWAT Shotgun Launcher for CS Gas	2	Remington 870 MCS launcher	35
BearCat	1	2007 Ford F-550 4WD	N/A
Mobile Command Vehicle (MEOC)	1	2011 Freightliner Truck	N/A
223/5.56 AR15 Platform Rifles	20	Daniel Defense Rifle	38,700
Surgeon Bolt 308	4	Surgeon Bolt Rifle	4,000
HK MP7	5	Heckler-Koch MP7 Rifle	1,500
DJI Mavic 2 drone	1	UAS	N/A
DJI Matrice 210 drone	1	UAS	N/A
Brinc Lemur UAS	1	UAS	N/A

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City of Sunnyvale UAS Drone Deployment Log

Date	Time	Location	Purpose
9/27/22	7:00pm	Wolfe/Inverness	Aerial imagery for collision investigation
9/9/22	8:30am	Wolfe/Inverness	Aerial imagery for collision investigation
7/15/2022	2:30am	Higdon Av/Villa St, Mountain View	Mutual Aid Request. Search of wanted suspect
6/11/2022	8:00pm	800 Blk San Aleso	Search for wanted suspect
6/8/22	9:03pm	Oakmead/Lakeway	Search for wanted suspect
6/8/22	8:15am	Miramar/Suntree	Search for evidence
5/28/2022	11:50pm	526 Almanor Ave	Search for wanted suspect
5/10/2022	1:00pm	Hermosa / Pastoria	Search for wanted suspect
5/9/2022	5:15pm	Fresno / Alpine, Santa Clara	Assistance with armed/barricaded suspect
5/2/2022	9:30pm	I280 / 85, Sunnyvale	Mutual aid request. Search for Hit and Run subject
4/19/2022	10:00pm	1680 Martin, Santa Clara	Mutual aid request. Search for burglary suspect
3/4/2022	11:30pm	644-654 Lakehaven Dr	Search for wanted suspect
2/16/2022	12:05pm	540 N. Fair Oaks	Search for wanted suspect
12/30/2021	12:15pm	701 E. Arques	Aerial imagery for fire cause investigation
12/29/2021	8:45pm	701 E. Arques	Aerial imagery for fire cause investigation

City of Sunnyvale UAS Drone Deployment Log

12/27/2021	6:30pm	Tasman / Fair Oaks	Search for wanted suspect
12/20/2021	1:50pm	555 E. Washington	High risk warrant service
12/10/2021	10:00pm	550 E Olive	Search for wanted suspect
12/4/2021	0645	1080 Stewart Dr	Search for wanted suspect
11/28/2021	0955	797 San Juan	Aerial imagery for fire cause investigation
11/14/2021	0600	1200 block Tucson Ave	Search for wanted suspect
10/23/2021	0600	900 block Lakewood Drive	Search for DV suspect
10/11/2021	0800	1210 Bordeaux Dr Sunnyvale	Drone training
9/22/2021	1500	812 Shetland Place Sunnyvale	Aerial evidence photos
9/15/21	0500	1231 Tuscon Ave, Sunnyvale	High risk warrant service
9/7/21	1430	150 S. Taaffe St, Sunnyvale	Aerial evidence photos
9/6/21	0611	641 Baltic Wy, Sunnyvale	Mutual aid request. Search for an armed suspect
9/1/21	1430	Bluebonnet Dr / Pin Oak Dr	Search for wanted suspect

City of Sunnyvale UAS Drone Deployment Log

8/8/21	1100	1400 block Navarro Dr	Aerial imagery for crime scene
6/19/21	1600	Yarmouth Terr	Article/evidence search
6/9/21	1500	1415 Laurelwood Santa Clara	Assistance with armed/barricaded suspect
6/8/21	6:30pm	4446 Filmore St, Santa Clara	Area search for missing person at-risk (mutual aid)
5/30/21	3:15pm	1500 Warburton Ave Santa Clara	Aerial imagery for assault case
5/19/21	6:30pm	400 Blk Pala Ave.	Assistance with armed/barricaded suspect
5/18/21	7:00pm	3200 Blk Dorcich St, Santa Clara	Search for wanted suspect (mutual aid request)
5/8/21	630am	680 Kifer Road	Aerial imagery for homicide case
5/7/21	10:00pm	Central Park, Santa Clara	Area search for at-risk missing person (mutual aid request)
5/5/21	7:15am	Maude/Borregas	Aerial imagery for major collision
4/20/21	215pm	Baylands Park	Aerial imagery for body discovery
3/31/21	800pm	281 E Java	Joint Training with K9
3/29/21	1145am	Lowell Dr, Santa Clara	Mutual aid request. Search for an armed suspect
3/05/21	618am	Levi Stadium	Mutual aid request. Search for an armed suspect
2/26/21	306pm	710 E. El Camino Real	Search for a burglary suspect
2/25/21	830am	831 E. Java Dr	Joint training with K9
1/29/21	1030pm	1032 E El Camino	Aerial imagery for suspect apprehension
1/27/21	600am	Amador/San Ramon	High-risk warrant service

City of Sunnyvale UAS Drone Deployment Log

1/25/21	1000am	Duane/San Miguel	Training Flights
1/20/21	415pm	900 Blk W Homestead Rd	Aerial imagery for crime scene
12/5/20	830pm	Downtown / Community Center	Event Support
10/8/20	730pm	Community Center	Training Flights
10/8/20	300pm	Baylands Park	Training Flights
10/7/20	100pm	Rancho San Antonio Park, Cupertino	Training Flights
10/7/20	1100am	1210 Bordeaux Dr, Sunnyvale	Training Flights
9/24/20	1000pm	Benton/Block, Santa Clara	Search for missing person
8/1/20	320pm	Mosswood Ln, Santa Clara	Search for missing person
7/23/20	900am	Twinlake Dr	Aerial imagery for fire and criminal investigation
7/12/20	1215am	Central Ave/Lincoln	Search for armed suspect
6/13/20	1130am	Grosbeak Ave	Search for knife discarded by suspect
5/24/20	940am	463 Morse Ave	Aerial imagery for fire cause investigation
5/20/20	830am	1210 Bordeaux Drive in Sunnyvale	Training Flights
5/20/20	600am	Ladymuir Ct, San Jose	High-risk warrant service
5/13/20	510pm	1000 Blk Iowa Ave.	Crime scene documentation
5/12/20	950am	512 Carlyn Court	Aerial imagery for fire cause investigation
5/11/20	345pm	512 Carlyn Court	Aerial imagery for fire
4/30/20	730pm	Eden Ave/N. Fair Oaks	Aerial imagery for major injury collision
3/7/20	530pm	Homestead/Linnet Ln.	Crime scene documentation
1/22/20	1100am	605 W. El Camino Real	Training Flights

City of Sunnyvale UAS Drone Deployment Log

1/7/20	700am	El Camino Real and Helen Ave	Aerial imagery for major injury collision
12/30/19	900pm	550 E Remington Dr, Sunnyvale	Area search for at-risk missing person
11/09/19	1200	1210 Bordeaux Drive in Sunnyvale	Training flights and drone demonstration
10/29/19	930am	700 Blk S Mathilda Ave, Sunnyvale	Aerial imagery for fire scene
10/24/19	600 pm	795 E Arques, Sunnyvale	Training Flights
10/24/19	530am	700 Blk E. Evelyn Ave, Sunnyvale	Area search for at-risk missing person
10/22/19	1130	Taaffe St & El Camino Real in Sunnyvale	Search for an armed bank robbery suspect
10/19/19	1200 pm	Bailey Ave, San Jose	Training Flights / Job Fair Event
10/17/19	800 am	Lockheed Martin, Sunnyvale	Training Flights
10/17/19	500 am	Baylands Park, Sunnyvale	Training Flights
10/01/19	530 pm	Rancho San Antonio Park, Cupertino	Crime scene documentation
9/30/19	600 pm	1600 Blk Nightingale Av in Sunnyvale	Aerial imagery for crime scene
9/19/19	600 pm	1210 Bordeaux Drive in Sunnyvale	Night training flights (Sunnyvale Citizen Academy)
9/09/19	730 pm	Ortega Park	Night training flights
8/29/19	1100 am	Murphy & Washington in Sunnyvale	Tech Expo demonstration
8/22/19	400 pm	900 Pepper Tree Ln in Santa Clara	Search for evidence on roof top of complex
8/15/19	900 am	Mount Hamilton in San Jose	Search for evidence on cliff
8/13/19	900 am	Ajax Drive in Sunnyvale	Training flights

City of Sunnyvale UAS Drone Deployment Log

8/12/19	830 pm	1210 Bordeaux Drive in Sunnyvale	Night training flights
8/03/19	1150 am	Tennessee Lane in Palo Alto	Armed barricaded suspect
7/26/19	900 am	121 S. Murphy Ave in Sunnyvale	Zip Trips tech event
7/25/19	626 pm	Dunford Way & Lochinvar in Sunnyvale	Aerial imagery for major injury collision
7/23/19	100 pm	Twin Creeks & Baylands Park in Sunnyvale	Training flights
7/22/19	100 pm	Rancho San Antonio Park in San Jose	Training flights
6/24/19	1130 am	W. Julian St and State Route 87 in San Jose	Search for a missing person

Sunnyvale

RTC #: 22-0991

Document Title: UAS Drone Program Website Link

Link: https://bit.ly/3gIUfro

City of Sunnyvale

Agenda Item

22-0997 **Agenda Date:** 11/1/2022

Tentative Council Meeting Agenda Calendar

City of Sunnyvale

Tentative Council Meeting Agenda Calendar

Wednesday, November 2, 2022 - City Council

Study Session

22-0048 Board and Commission Interviews

22-1036 6:45 P.M. (Study Session)
Discussion Regarding Potential Gun Safety Measures in Sunnyvale

Tuesday, November 29, 2022 - City Council

Closed Session

22-1037 4:30 P.M. SPECIAL COUNCIL MEETING (Closed Session)
Closed Session held pursuant to California Government Code Section 54956.9:
CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION
(Paragraph (1) of subdivision (d) of Section 54956.9)
Name of case: San Francisco Baykeeper v. City of Sunnyvale, U.S. Dist. Of California, Case No.: 5:20-CV-00824-EJD

22-0854 5:30 P.M. SPECIAL COUNCIL MEETING (Closed Session)
Closed Session held pursuant to California Government Code Section 54957:
PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: City Manager

22-0855 6:15 P.M. SPECIAL COUNCIL MEETING (Closed Session)
Closed Session held pursuant to California Government Code Section 54957:
PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: City Attorney

Public Hearings/General Business

22-0917 Consider Amendments to the Downtown Specific Plan for Block 20 to allow more residential and retail commercial uses

22-0385 Approve Art in Private Development Project - Hunter Properties/CityLine, titled Heads (Phase 2, Artwork 1 of 4) in a Temporary Location for Up to 3 Years and Require Submittal of the Permanent Artwork Location, Landscaping and Lighting Plans for Council Approval Prior to Permanently Relocating it to Redwood Square

22-0818 Adopt a Resolution Establishing a Human Relations Commission

22-0631 Approve Updates to Council Policy 7.2.19 (Boards and Commissions) Including: Timing of Appointments for Incumbent Members; Bicycle and Pedestrian Advisory Commission Categories; Sustainability Commission Category Two Description as Recommended by the Council Subcommittee on Boards and Commissions and Removal of Gender Specific Language

22-0038 Board and Commission Appointments (as needed)

Tuesday, December 6, 2022 - City Council

Closed Session

22-0856 5:30 P.M. SPECIAL COUNCIL MEETING (Closed Session)
Closed Session Held Pursuant to California Government Code Section 54957.6:
CONFERENCE WITH LABOR NEGOTIATORS
Agency designated representatives: Ad Hoc Committee on City Manager Compensation Members xx

Unrepresented employee: City Manager

Study Session

22-0534 6 P.M. SPECIAL COUNCIL MEETING (Study Session)
Discussion of Upcoming Selection of Vice Mayor

22-0515 Discussion of 2023 Council Intergovernmental Assignments

Special Order of the Day

22-0098 SPECIAL ORDER OF THE DAY - Ceremonial Oath of Office for Board and Commission Members (as needed)

Public Hearings/General Business

22-0661 Consider Study for a Revised Cricket Stadium Proposal at Baylands Park

22-1006 Approve City's Response to the 2022 Santa Clara County Civil Grand Jury Report Titled, "If you Only Read the Ballot, You're Being Duped"

22-0035 Review the Council Policy 7.3.19 (Council Meetings) Process for City Council Colleague Memorandums to Propose new Agenda Items and Consider Amendments to the Process and/or an Extension of the Process Beyond January 1, 2023

Tuesday, December 13, 2022 - City Council

Study Session

22-0023 6 P.M. SPECIAL COUNCIL MEETING (Study Session)
Corporation Yard Master Plan

Public Hearings/General Business

22-0116 Accept Google Inc.'s Voluntary Donation of $500,000 to Deploy Centracs Advance Traffic Management System, Approve Budget Modification No. XX to Appropriate the $500,000 Donation from Google to fund the Project, and Finding of Exemption from the California Environmental Quality Act

22-0589 2023-2031 Housing Element Adoption

22-0746 Receive and File the FY 2021/22 Budgetary Year-End Financial Report, Annual Comprehensive Financial Report (ACFR), the Sunnyvale Financing Authority Financial Report, Agreed Upon Procedure Reports, and the Report to the City Council Issued by the Independent Auditors.

ACFR FY 2021/22

22-0857 Consider Amending the Employment Agreement between the City of Sunnyvale and City Manager Kent Steffens to Modify the City Manager Salary and/or Benefits

22-0918 Consider Request to Forgive CDBG Loan for Second Harvest of Silicon Valley.

22-0919 Adopt an Urgency Interim Ordinance and Introduce an Ordinance Amending Titles 16 (Buildings and Construction) and 19 (Zoning) of the Sunnyvale Municipal Code related to new State Legislation on Accessory Dwelling Units, Parking Minimums, and Large Family Child Care Homes and Find that the Action is Exempt from the California Environmental Quality Act

22-0922 Consider Allowing Expansions/Modifications for Existing Legal Non-Conforming Single-Family Uses in Non-Residential Zoning Districts (Study Issue)

Tuesday, January 3, 2023 - City Council

Special Order of the Day

23-0010 Certification of November 8, 2022 Election Results - City Council Districts 3 and 5

23-0002 SPECIAL ORDER OF THE DAY - Recognition of Outgoing Vice Mayor and Councilmembers

23-0009 SPECIAL ORDER OF THE DAY - Recognition of Elected Councilmembers

23-0001 SPECIAL ORDER OF THE DAY - Ceremonial Oath of Office for Council-Elect

Public Hearings/General Business

23-0003 Selection of Vice Mayor for a One-Year Term Effective January 3, 2023

22-0361 Appoint Councilmembers to Intergovernmental Assignments; Ratify Appointments of Councilmembers made by Outside Agencies; Take Action to Modify, Create, or Terminate Council Subcommittees

23-0008 Adopt a Resolution Approving the City Council Regular Meeting Calendar for 2023 Through February 2024

23-0004 Determine the 2023 Seating Arrangements for City Council

Tuesday, January 10, 2023 - City Council

Special Order of the Day

23-0006 SPECIAL ORDER OF THE DAY - Ceremonial Oath of Office for Vice Mayor

Public Hearings/General Business

22-0718 Council Subcommittee on Boards and Commissions Recommendation to Dissolve the Board of Building Code Appeals and Have City Council Serve as the Local Appeals Board as set Forth in the California Building Code Section 1.8.8.1

22-0904 Approve the Preferred Concept for the Community Center Grounds Renovation

Tuesday, January 24, 2023 - City Council

Public Hearings/General Business

22-0045 Commercial Mitigation Fee Nexus Study

22-0399 Annual Public Hearing-Discussion of Potential Council Study Issues and Budget Proposals for Calendar Year 2023

22-0400 Approve the Proposed 2023 Priority Advocacy Issues and Review Long-term Legislative Advocacy Positions (LAPs)

Thursday, January 26, 2023 - City Council

Workshop

23-0005 8:30 A.M. SPECIAL COUNCIL MEETING
Strategic Planning Workshop

Tuesday, February 7, 2023 - City Council

Public Hearings/General Business

22-0118 Fourth Quarter General Plan Amendment Initiation Requests

Tuesday, February 14, 2023 - City Council

Public Hearings/General Business

22-0094 Agenda Items Pending - to be scheduled

Thursday, February 16, 2023 - City Council

Workshop

23-0007 8:30 A.M. SPECIAL COUNCIL MEETING
Study Issues/Budget Proposals Workshop

Tuesday, February 28, 2023 - City Council

Study Session

23-0011 6 P.M. SPECIAL COUNCIL MEETING (Study Session)
Board and Commission Interviews (as needed)

Date to be Determined - City Council

Public Hearings/General Business

22-0496 Adopt a Resolution Confirming the Report and Assessment List for Unpaid Administrative Citations to be Placed on the FY 2022/23 County of Santa Clara Property Tax Roll, and Find That This Action is Exempt From the California Environmental Quality Act

City of Sunnyvale

Agenda Item

22-1007 **Agenda Date:** 11/1/2022

Board/Commission Meeting Minutes

City of Sunnyvale

Meeting Minutes
Planning Commission

Monday, October 10, 2022 **7:00 PM** **Telepresence Meeting: City Web Stream | Comcast Channel 15 | AT&T Channel 99**

Special Meeting: Study Session - Canceled | Public Hearing - 7:00 PM

STUDY SESSION CANCELED

7 P.M. PLANNING COMMISSION MEETING

CALL TO ORDER

Pursuant to Government Code Subdivision 54953(e), the meeting was conducted telephonically; pursuant to state law, the City Council made the necessary findings by adopting Resolution No. 1089-21, reaffirmed on September 27, 2022.

Chair Pyne called the meeting to order at 7:00 PM.

ROLL CALL

Present: 7 - Chair Martin Pyne
Vice Chair Nathan Iglesias
Commissioner Daniel Howard
Commissioner John Howe
Commissioner Michael Serrone
Commissioner Neela Shukla
Commissioner Carol Weiss

ORAL COMMUNICATIONS

Albert Lustre, field representative for Carpenters Local 405, discussed the importance of consultants and developers abiding by area labor standards and providing appropriate benefits for construction workers. These include wages, healthcare, and apprenticeship programs. Mr. Lustre advised of the impact that these have upon construction workers and their families and urged the Planning Commission to adopt area labor standards in all projects being built throughout the City.

CONSENT CALENDAR

There were no public speakers for this agenda item.

MOTION: Vice Chair Iglesias moved and Commissioner Howard seconded the motion to approve the Consent Calendar.

The motion carried by the following vote:

Yes: 5 - Chair Pyne
Vice Chair Iglesias
Commissioner Howard
Commissioner Serrone
Commissioner Shukla

No: 0

Abstained: 2 - Commissioner Howe
Commissioner Weiss

1. 22-0990 Approve Planning Commission Meeting Minutes of September 26, 2022

PUBLIC HEARINGS/GENERAL BUSINESS

2. 22-0823 **Proposed Project: General Plan Amendment Initiation** to consider amending the General Plan designation from Commercial to Medium Density Residential on a one-acre site.
Location: 665 South Knickerbocker Drive (APN: 198-08-036)
File: 2022-7477
Zoning: C-1/PD (Neighborhood Business with a Planned Development Combining District)
General Plan: Commercial
Applicant / Owner: Mandevilla LLC
Environmental Review: The project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378(a)
Project Planner: Shila Bagley, (408) 730-7418, sbagley@sunnyvale.ca.gov

Associate Planner Shila Bagley presented the staff report with a slide presentation.

Commissioner Howe and Principal Planner George Schroeder discussed the history of how two parcels adjacent to the study area have commercial zoning designations but are developed with residential uses.

Commissioner Weiss asked whether any data exists regarding the number of medical and dental practitioners within the City across recent years since the

proposed project will cause these numbers to decline. She also asked about when the Moffett Park Specific Plan (MPSP) will be completed. In response, Principal Planner Schroeder answered that while the Planning Division does not possess the data she requested, the City's Economic Development Division may. Planning Officer Shaunn Mendrin added that a market analysis may be conducted to determine this information, and he stated that the MPSP is scheduled to be heard at Board and Commission and City Council meetings in the spring of 2023.

Commissioner Weiss confirmed with Principal Planner Schroeder that the proposed project will be funded by the applicant.

Commissioner Serrone confirmed with Principal Planner Schroeder that a market analysis or fiscal impact study will be conducted to determine the impact that the proposed project will have upon the City's revenue. Commissioner Serrone also voiced his concerns about the loss of medical and dental professionals because of the proposed project.

Commissioner Serrone commented that since the proposed project will not move forward until completion of the MPSP, a delay in much-needed residential development is inevitable.

Vice Chair Iglesias conversed with Associate Planner Bagley about why the City recommends high density residential development for the proposed project site as opposed to the medium density residential development requested by the applicant. Associate Planner Bagley explained what would be required of the applicant if high density residential development is approved for the proposed project site.

At Commissioner Shukla's request, Principal Planner Schroeder elaborated upon why two additional parcels are being included in the expanded area study and what the study would entail.

Commissioner Howe confirmed with Principal Planner Schroeder that if the two parcels were to be included in the expanded area study, this would be done at no cost to the property owners of those parcels. Instead, the applicant will fund the study in full.

Commissioner Howe and Principal Planner Schroeder discussed the open space and recreation requirements associated with both medium and high-density developments on the proposed project site. Principal Planner Schroeder stated that

every residential development project, including ones on El Camino Real, are subject to these requirements.

Chair Pyne confirmed with Principal Planner Schroeder that the inclusion of the two parcels in the expanded area study will have no significant effect on the timeliness of the study's completion.

Vice Chair Iglesias asked why the applicant is responsible for costs associated with the expanded area study and Principal Planner Schroeder explained why.

Chair Pyne opened the Public Hearing.

Anthony Ho, principal architect for the proposed project, presented the project including additional information.

There were no public speakers for this agenda item.

Steve Saray, applicant and property owner speaking on behalf of Mandevilla LLC, presented the project including additional information.

Commissioner Weiss questioned whether the applicant would reconsider their design for the proposed project to accommodate the inclusion of more units and open space on the proposed project site. Mr. Ho answered that this was considered and presented an alternative design for the proposed project.

Commissioner Weiss confirmed with Mr. Ho that a plan for the proposed project will need to be finalized before the California Environmental Quality Act (CEQA) review may begin. He added that in the event the proposed project is initiated soon, a plan like the alternative design he just presented would be submitted.

Commissioner Weiss confirmed with Mr. Saray that the tenants on the existing property site possess leases of two years or less and that they have already been notified of the proposed project. Mr. Saray also confirmed that no considerations have been made to convert the proposed project's apartments into condominiums at a later time.

Principal Planner Schroeder reminded the Planning Commissioners that the first phase of the General Plan Initiation (GPI) process involves the authorization of a study to consider the land use and zoning designation of the proposed project site.

He added that finer details may be discussed as the proposed project progresses.

Commissioner Howe confirmed with Planning Officer Mendrin that due to an insufficient staffing issue, this project may not be prioritized until after completion of the MPSP. As a result, any costs incurred by the applicant for the CEQA study may not be reimbursed if the study is initiated prior to completion of the MPSP. Mr. Saray responded that he understood.

Commissioner Shukla confirmed with Mr. Ho that the alternative design he presented was of a high-density model.

In response to questions posed by Commissioner Shukla, Mr. Saray explained that the existing structure on the proposed project site will need to be rebuilt rather than remodeled since it is not in line with current standards and conditions.

Vice Chair Iglesias discussed the maximum number of dwelling units that the proposed project site may accommodate if it is designated as high density. He also confirmed that the Planning Commission may not waive fees incurred by the applicant since they are standard City fees.

Chair Pyne closed the Public Hearing.

MOTION: Commissioner Howe moved and Commissioner Howard seconded the motion to approve the following:

1.) Initiate a General Plan Amendment study to analyze amending the General Plan designation from commercial to medium and high density residential on 665 South Knickerbocker Drive and find that the action is exempt from CEQA Pursuant to CEQA Guidelines Section 15378(a).
2.) Invite the property owners of the parcels located at 695 South Knickerbocker Drive and 745 South Bernardo Avenue to join and fund their share of an expanded General Plan Amendment study to analyze amending the General Plan designation from commercial to medium and high density residential and find that the action is exempt from CEQA pursuant to CEQA Guidelines Section 15378(a).
3.) Commence the General Plan Amendment study after the update to the Moffett Park Specific Plan is completed at the discretion of the City Council.

Vice Chair Iglesias asked whether the motion may be revised to indicate high density residential on the proposed project site rather than both high and medium

density residential. Commissioner Howe answered that he would prefer that a new motion be made with Vice Chair Iglesias' recommendation if his own motion fails.

Commissioner Howe explained why both medium and high density designations for the proposed project site need to be examined. He also voiced his aim to reduce costs incurred by the applicant by inviting the other parcels to participate in the extended area study of their own accord.

Commissioner Howard spoke in support of staff's inclination to include the other two parcels in the expanded area study and noted his reasons for allowing the City Council to dictate when the General Plan Amendment study may commence.

At Commissioner Serrone's request, Principal Planner Schroeder clarified the requirements that the applicant would be subject to if the proposed project site was designated high density residential. Commissioner Serrone also commented that he is uncomfortable with explicitly stating that the City Council will determine when the General Plan Amendment study commences.

Commissioner Shukla shared her opinion that the applicant should be given the authority to determine whether the proposed project site is designated high or medium density. She added that a medium density site will allow for greater open space.

Principal Planner Amber Blizinski shed light on the timeline of GPI requests and staffing needs involved based on her own experiences with GPIs.

Commissioner Weiss advised that she does not support the motion since the proposed project site should be designated high density and staff should be given the authority to determine its own staffing limitations.

Chair Pyne engaged in a discussion with Principal Planner Schroeder regarding the rezoning of the two parcels adjacent to the proposed project site. He added that, in his opinion, the proposed project site would not be consistent with the uses of the surrounding parcels if it was designated medium density.

Commissioner Howard asked what the outcome might be if the motion did not explicitly state that the General Plan Amendment study would commence after the update to the MPSP is completed and at the discretion of the City Council. Principal Planner Blizinski explained that the purpose of this component of the motion is to set

expectations for the timeline of the proposed project.

The motion failed by the following vote:

Yes: 3 - Commissioner Howard
Commissioner Howe
Commissioner Shukla

No: 4 - Chair Pyne
Vice Chair Iglesias
Commissioner Serrone
Commissioner Weiss

MOTION: Vice Chair Iglesias moved and Chair Pyne seconded the motion to approve the following:

1.) Initiate a General Plan Amendment study to analyze amending the General Plan designation from commercial to high density residential on 665 South Knickerbocker Drive and find that the action is exempt from CEQA Pursuant to CEQA Guidelines Section 15378(a).
2.) Invite the property owners of the parcels located at 695 South Knickerbocker Drive and 745 South Bernardo Avenue to join and fund their share of an expanded General Plan Amendment study to analyze amending the General Plan designation from commercial to high density residential and find that the action is exempt from CEQA pursuant to CEQA Guidelines Section 15378(a).
3.) Commence the General Plan Amendment study after the update to the Moffett Park Specific Plan is completed at the discretion of the City Council.

Chair Pyne stated that he is comfortable allowing the City Council to determine whether the General Plan Amendment study may commence following the completion of the MPSP.

Commissioner Howard agreed with earlier comments made by Commissioner Shukla about how the applicant should be given the authority to determine the proposed project site’s density designation.

Commissioner Serrone relayed his understanding of the third component of the motion and spoke in overall support of the motion.

Vice Chair Iglesias expressed that his reason for limiting the proposed project site to high density is rooted in the fact that the applicant and architect confirmed their ability to meet the requirements of this density designation.

Commissioner Weiss agreed with comments made by Vice Chair Iglesias but explained that she is unable to support the motion since staff, not the City Council, should decide the timeline of the proposed project.

The motion carried by the following vote:

Yes: 5 - Chair Pyne
Vice Chair Iglesias
Commissioner Howard
Commissioner Serrone
Commissioner Shukla

No: 2 - Commissioner Howe
Commissioner Weiss

This recommendation will be forwarded to the City Council for consideration at the November 1, 2022 meeting.

3. 22-0115 **Peery Park Specific Plan Amendment Initiation Requests**

Two applications in the Peery Park Specific Plan (PPSP) area with requests to increase the allowable office/industrial square footage and to study housing on one of the housing opportunity sites (HOS) (not currently permitted in the plan).

File: 2020-7814

Location: **840 W. California Avenue** (APNs: 165-26-011, 165-26-009, 165-26-010, 165-26-012, 165-26-013, 165-26-014, 165-26-016, 165-26-018, and 165-26-020)

Proposed Project: Peery Park Specific Plan Amendment Initiation

Request to initiate a study to consider 1,027 housing units on the western 13.1 acres of the property (79 dwelling units per acre (du/acre) and a net increase of 487,000 square feet of office/industrial on the remaining 16.2 acres of the property for a total of 1,111,134 square feet (157% floor area ratio [FAR]). The site is currently known as the Sunnyvale Business Park and is developed with ten office/R&D buildings totaling 623,456 square feet (49% FAR) and the Libby Water Tower,

a Sunnyvale Local Landmark. The site currently only allows for office/industrial uses up to 100% FAR.

Applicant / Owner: Skidmore, Owings, & Merrill LLP (applicant) / Steelwave LLC (owner)

File: 2021-7022

Location: **505 & 525 Almanor Avenue** (APNs 165-44-001, 165-44,002, and 165-44-003)

Proposed Project: Peery Park Specific Plan Amendment Initiation

Request to initiate a study to consider merging the parcels (7.2 acres) and allowing a new 135,000 square foot office building and parking structure for a total of 311,858 square feet (99% FAR). The parcels are currently developed with a 166,300 square foot (56% FAR) office building with surface parking. The site currently allows up to 100% FAR with provisions of community benefits; however, the additional 135,000 square feet of office space requires an increase to the Development Reserve.

Applicant / Owner: RMW Architecture & Interiors (applicant) / Invesco Advisors, Inc (owner)

Zoning (both sites): PPSP - Innovation Edge (PPSP-IE)

Environmental Review: The decision to initiate a Specific Plan Amendment (SPA) study does not require environmental review under the California Environmental Quality Act (CEQA) because the initiation of a study does not constitute a project with the meaning of 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. If initiated, the proposed SPA would be subject to the provisions of CEQA.

Project Planner: Amber Blizinski, ablizinski@sunnyvale.ca.gov, (408) 730-2723

Principal Planner Amber Blizinski presented the staff report with a slide presentation.

Principal Planner Blizinski explained to Commissioner Weiss why an increase to the development capacity is necessary.

When Commissioner Howe asked Principal Planner Blizinski how long the additional development capacity would last, she replied that the net new square feet of office/industrial space should last at least five years, but that it depends on the market. They also discussed the costs associated with the Special Plan Amendment

(SPA) process and who would be responsible for those costs.

Commissioner Serrone thanked Principal Planner Blizinski for her excellent and comprehensive report. They discussed the floor area ratio (FAR) for the proposed project sites relative to the FAR of the Moffett Park Specific Plan (MPSP). Principal Planner Blizinski advised that some members of the public may provide comments on the FAR of the proposed projects. Principal Planner Blizinski confirmed that the development capacity for the original Peery Park Specific Plan (PPSP) were analyzed in 2016 under an Environmental Impact Report.

Commissioner Serrone spoke of his concerns regarding the possibility of delaying the study for the California Avenue site by waiting for the MPSP to be completed and including the other parcels. He also received clarification from Principal Planner Blizinski about the zoning designation for the four parcels on Hermosa Court.

Regarding the relocation of the Libby Water Tower, Principal Planner Blizinski assured Commissioner Serrone that the applicants would need to provide additional information on a feasibility study for moving the heritage landmark and the entire proposal would be heard by the Heritage Preservation Commission.

Vice Chair Iglesias felt that the proximity of the California Avenue site to transit might warrant a higher FAR and questioned staff's recommendation for the study of 120% FAR. Principal Planner Blizinski explained staff's perspective for their recommendations and why 157% FAR might not be appropriate for the site. She also suggested that the Planning Commissioners may recommend an alternative FAR to the City Council if desired.

Vice Chair Iglesias asked whether the conceptual site plan for 400-840 W. California Avenue in staff's slide presentation was based on an FAR of up to 120%. Principal Planner Blizinski stated that the site plan presented is the one proposed by the applicants and that they would have to redesign the site if a lower FAR is studied.

Chair Pyne confirmed with Principal Planner Blizinski that if the land use designation for the 840 W. California Avenue site will allow residential development, the proposed project at that site would be subject to objective standards outlined by both the state and the City requirements.

Chair Pyne opened the Public Hearing.

Mark Schwettmann (architect and planner at Skidmore, Owings, & Merrill LLP) and Benjamin Yu (representative of Steelwave LLC) presented the project at 840 W. California Avenue including additional images and information.

Commissioner Howard discussed with Principal Planner Blizinski the relationship between density bonus and the number of affordable dwelling units for the proposed project. Principal Planner Blizinski also advised that the Planning Commissioners may set parameters for the housing density that is studied if it differs from staff's recommendation.

At Vice Chair Iglesias' request, Mr. Schwettmann and Principal Planner Blizinski explained plans for both commercial and residential development at the proposed project site as well as the FAR and density allocated for both development types.

Chair Pyne discussed with Mr. Schwettmann and Principal Planner Blizinski the percentage by which the applicant may consider increasing the density bonus for the proposed project site.

Russ Nichols, architect at RMW Architecture & Interiors, presented the project at 505 and 525 Almanor Avenue including additional images and information.

David Lowe, Sunnyvale resident, spoke against the proposed project at 840 W. California Avenue and emphasized the negative impact it will have on existing traffic and parking issues – particularly at the intersection of Mathilda Avenue and California Avenue. He noted that an increase in the number of vehicles on the road will have a negative impact on climate as well.

Humberto Nava, field representative for Carpenters Local 405, advised that the proposed projects serve as a great opportunity to create good paying jobs with health benefits for those in the workforce and their families. He also stressed the importance of creating affordable housing.

Patrick M., Sunnyvale resident, echoed concerns raised by Mr. Lowe regarding existing parking and traffic issues that will worsen with the approval of the proposed projects. He added that nearby schools may become impacted with the creation of additional residential developments as well.

Mr. Schwettmann and Mr. Yu presented the project at 840 W. California Avenue including additional information.

Based on discussion and concerns in the public comment portion of the item, Principal Planner Blizinski informed the Planning Commission that Assembly Bill (AB) 2097 will eliminate parking minimum requirements for both residential and commercial sites that are within a half mile of public transit which includes the California Avenue site.

Mr. Nichols presented the project at 505 and 525 Almanor Avenue including additional information.

Chair Pyne closed the Public Hearing.

Chair Pyne discussed with Principal Planner Blizinski the traffic analysis that would be conducted as part of the Specific Plan Amendment and the proposed projects and what it would entail.

Commissioner Howard initiated a discussion on a potential motion and explained his reasoning.

At Vice Chair Iglesias' request, Commissioner Howard explained why he proposed a density maximum of R-5 for the proposed project at 840 W. California Avenue.

Commissioner Serrone received clarification from Principal Planner Blizinski regarding the elimination of parking requirements associated with AB 2097 and the designation of an activity center on Hermosa Court.

Principal Planner Blizinski reiterated that the Planning Commissioners may set parameters for the FAR that is studied.

Commissioner Shukla revealed that she is supportive of a greater FAR than 120% as well as a density maximum of R-5 for the proposed project at 840 W. California Avenue.

MOTION: Commissioner Howard moved and Commissioner Shukla seconded the motion to approve Alternatives 1, 2, 3, 4, and 5 to the City Council with the following modification to Alternative 1a:

1a.) Initiate a Specific Plan Amendment study to consider increasing the PPSP development capacity to allow up to 120% FAR of office/industrial square feet

(222,672 net new square feet) and up to 928 housing units at a density no higher than R-5.

Commissioner Howard reiterated his reasons for proposing a maximum of R-5 density for the proposed project at 840 W. California Avenue. He explained his aim to maximize residential development near public transit.

Commissioner Shukla spoke in overall support of the motion.

Chair Pyne echoed comments made by Commissioner Howard regarding the importance of including residential development at the 840 W. California Avenue proposed project site since it will be close to transit. He added that he was pleased to find that the existing open space and walking path on the site will be preserved. Lastly, he stated that while the proposed project at 505 and 525 Almanor Avenue conforms to existing standards, he may provide additional comments on the proposed project design at a later time.

Vice Chair Iglesias voiced his support of the motion, the adjacency of residential development to public transit at the 840 W. California Avenue proposed project site, and gathering additional information from the study that will take place.

Commissioner Serrone stated that he is not in support of the motion in part due to the low FAR proposed for the 840 W. California Avenue site and the rise in parking concerns that the proposed project at that site may cause.

Commissioner Weiss shared her support of the motion, a maximum of R-5 density for the proposed project at 840 W. California Avenue, and placement of residential development close to public transit. She added that she hopes that the Libby Water Tower, a national and civic treasure, will be relocated appropriately.

Chair Pyne agreed with comments made by Commissioner Weiss regarding the Libby Water Tower.

The motion carried by the following vote:

Yes: 6 - Chair Pyne
Vice Chair Iglesias
Commissioner Howard
Commissioner Howe
Commissioner Shukla
Commissioner Weiss

No: 1 - Commissioner Serrone

This recommendation will be forwarded to the City Council for consideration at the November 1, 2022 meeting.

STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES

4. 22-0987 Proposed Study Issue for 2023: Review Required Development Fees in Conjunction with Senate Bill 9 Projects

Principal Planner Blizinski presented the staff report.

Commissioner Howard explained why he proposed the study issue.

Commissioner Howe commented that parks in the northern part of the City have been developed in recent years as a result of park in-lieu fee requirements. Since the elimination of this fee may cause great problems for the northern part of the City in particular, he stated that he is not in support of the proposed study issue.

Commissioner Shukla stressed the importance of including more parks and multi-family homes throughout the City. She added that she is not in support of the proposed study issue.

Vice Chair Iglesias revealed his support of both parks and housing for the City and stated that he is open to exploring the reduction of development fees through the proposed study issue.

Commissioner Serrone discussed his understanding of the proposed study issue and associated fees. Principal Planner Blizinski provided additional details on the proposed study issue for clarification.

Commissioner Howard explained that all required development fees, including park in-lieu fees, should be examined considering the updated state housing laws. He

added that these fees should be adjusted depending upon improvements made to or additions to single-family homes.

Principal Planner Blizinski explained the traffic impact fee and the park in-lieu fee associated with Accessory Dwelling Units (ADUs) or Dual Urban Opportunity (DUO) units and when they would come into play.

Vice Chair Iglesias inquired about whether the City could provide pre-approved ADU plans as other cities do. Principal Planner Blizinski responded that the City has been approached by some ADU builders and that it is possible for them to get their plans approved for use in the City; however, every property is vastly different in Sunnyvale and there is no one-size-fits-all site plan. Commissioner Shukla voiced her support of a study issue to examine this suggestion more closely to streamline the permitting process.

Commissioner Howard stated that while the discussion that the proposed study issue has generated has been helpful to inform future decisions, alternative study issues may be proposed to improve the process for Senate Bill (SB) 9 projects. He added that if there is no support for the proposed study issue in question, it does not need to move forward.

Chair Pyne confirmed with Principal Planner Blizinski that the update to the Single Family Home Design Techniques will include design standards for SB 9 projects. Principal Planner Blizinski said yes, but also reminded the Planning Commission that there are some design standards already in the DUO Chapter.

Chair Pyne opened the Public Hearing.

There were no public speakers for this agenda item.

Chair Pyne closed the Public Hearing.

Commissioner Howe suggested that the Planning Commission schedule a study session to discuss improvements to the permitting process for SB 9 projects. Principal Planner Blizinski advised that staff could do this in early 2023. Commissioner Howard agreed to submit a new form for the new study issue for 2024 after the study session with staff.

Commissioner Howard withdrew the study issue he proposed regarding the review of required development fees in conjunction with SB 9 projects.

NON-AGENDA ITEMS AND COMMENTS

-Commissioner Comments

Vice Chair Iglesias announced that October 11, 2022 will mark one year since he presented his own project to the Planning Commission and voiced his appreciation for his fellow Commissioners and City staff. He also noted that, while the past year has been both tiring and meaningful, he is glad to be a part of the Commission.

Chair Pyne stated that the study session of the City Council meeting on October 11, 2022 will focus on reviewing and improving overall effectiveness of Commission meetings.

-Staff Comments

Planning Officer Shaunn Mendrin reminded the Planning Commissioners that on October 18, 2022, the City Council will review the Moffett Park Specific Plan (MPSP) affordable housing and community benefits.

ADJOURNMENT

Chair Pyne adjourned the meeting at 11:08 PM.

City of Sunnyvale

Agenda Item

22-1008 **Agenda Date:** 11/1/2022

Information/Action Items

Information/Action Items - Council Directions to Staff

Date Requested	Directive/Action Required	Dept	Due Date	Completed
9/14/21	Provide copy of final encroachment permit for Intuitive Surgical to Council.	DPW	Dec 2022	
1/27/22	Of our fleet, how many are eligible to become eV? What is the replacement cycle? Please provide a summary of the current fleet by vehicle e.g., sedan, light truck, patrol card, utility truck, heavy truck, fire apparatus (or something similar) and which vehicle types are currently available as EVs.	DPW	Oct 2022	10/25/22
4/5/22	Review no right on red at the intersection of Bernardo and Fremont Ave.	DPW	Oct 2022	
4/28/22	Notify property owners in Moffett Park with an update on the new timeline for MPSP adoption.	CDD	Oct 2022	
4/28/22	Provide a comparison on building heights with pros and cons identified at MPSP.	CDD	Oct 2022	
5/3/22	Provide a breakdown of what the various fees are for comparable cities and for an average project what percentage of the total fees of those projects fall into each of those categories. Also, would like to get a sense of how time factors into it.	CDD	Oct 2022	
6/7/22	Work with the Mayor to preapre advocacy letters in support of the efforts of the Amah Mutsun Tribal Band to preserve Sargent Ranch/Juristac as open space.	CDD	Nov 2022	
6/21/22	Report back to the City Council either through a memorandum or study session the comments received from the California Department of Housing and Community Development (HCD).	CDD	Oct 2022	
9/27/22	Follow-up on areas that provide Bird scooter access to Moffett Park area.	DPW	Oct 2022	

New Study Issues and Budget Proposals Sponsored by Council

Date Requested	RTC #	Study Issue/Budget Proposal Topic	Requested By	Dept	Approved by City Manager
		N/A			

Initial Sponsor in **Bold**.
Following approval by the City Manager, study issues papers are posted to:
https://sunnyvale.ca.gov/government/council/study/studyissues.htm

City of Sunnyvale

Agenda Item

22-1039 **Agenda Date:** 11/1/2022

REPORT TO COUNCIL

SUBJECT
Mayoral Announcement of Mayor-Appointed Ad Hoc Advisory Committee on City Manager Compensation (Information Only)

BACKGROUND
The City Manager undergoes an annual performance evaluation and salary adjustment overseen by an ad hoc advisory committee made up of members of the Council. The Mayor will appoint three councilmembers to the Committee to review and bring forth recommendations on the City Manager's compensation.

Pursuant to Council Policy 7.4.13, ad hoc advisory committees are created and appointed by the Mayor with a fixed, limited assignment for a particular purpose, and no more than three councilmembers may serve on an ad hoc committee. The policy requires that any action to create or modify the committee must be placed as an item on the Council agenda.

EXISTING POLICY
Council Policy 7.4.13, *Council Subcommittees and Council or Mayor-Created Advisory Task Forces*

DISCUSSION
Mayor Klein announces that Councilmember Gustav Larsson, Councilmember Russ Melton, and Mayor Larry Klein will form the ad hoc advisory committee. The ad hoc committee will make a recommendation to the full Council for consideration at a noticed open Council meeting. Upon presentation of the Committee's findings and recommendations to the full Council and the Council's action on the Committee's recommendation, the term of the ad hoc committee will expire.

PUBLIC CONTACT
Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall, at the Sunnyvale Public Library, Senior Center, Community Center and in the Department of Public Safety Lobby. In addition, the agenda and report are available at the Sunnyvale Public Library, Office of the City Clerk, and on the City's website.

Prepared by: Victoria Ketell, Executive Assistant
Approved by: Teri Silva, Assistant City Manager