



City of Sunnyvale

Notice and Agenda

City Council

Tuesday, November 25, 2014

6:00 PM

Council Chambers and West Conference
Room, City Hall, 456 W. Olive Ave.,
Sunnyvale, CA 94086

Special Meeting- Study Session-6 PM | Regular Meeting-7 PM

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

1 Call to Order in the West Conference Room (Open to the Public)

2 Roll Call

3 Public Comment

4 Study Session

[14-0478](#)

Discussion of Council 2015 Intergovernmental Relations
Assignments

5 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 in the Council Chambers (Open to the Public)

SALUTE TO THE FLAG

ROLL CALL

PUBLIC ANNOUNCEMENTS

Each speaker is limited to three minutes for announcements of community events, programs, or recognition.

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 submit a speaker card to the City Clerk prior to the start of the meeting or before approval of the consent calendar.

- 1.A** [14-0945](#) Approve City Council Meeting Minutes of November 11, 2014

Recommendation: Approve the City Council Meeting Minutes of November 11, 2014 as submitted.

- 1.B** [14-1110](#) 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** [14-0669](#) Approve Budget Modification No. 19 to Appropriate \$60,000 of California Office of Traffic Safety Grant Funds for Selective Traffic Enforcement Program - Bicycle and Pedestrian Safety

Recommendation: Approve Budget Modification No. 19 to appropriate California Office of Traffic Safety Selective Traffic Enforcement Program Grant funds in the amount of \$60,000 to enhance bicycle and pedestrian safety to a new project, FY 2014/15 OTS Bicycle and Pedestrian Safety.

- 1.D** [14-0961](#) Approve Budget Modification No. 20 to Appropriate \$11,500 of California Office of Traffic Safety Avoid the 13 Grant Funds for a Driving Under the Influence Checkpoint

Recommendation: Approve Budget Modification No. 20 to appropriate \$11,500 of California Office of Traffic Safety Avoid the 13 Grant Funds for a DUI Checkpoint to a new project, FY 2014/15 Avoid the 13.

- 1.E [14-1009](#) Approve Budget Modification No. 29 to Appropriate \$95,000 of Department of Homeland Security, Bay Area Urban Area Security Initiative Grant Funds to Develop a Countywide Computer Aided Dispatch Interface

Recommendation: Approve Budget Modification No.29 to appropriate \$95,000 in Department of Homeland Security, Bay Area Urban Area Security Initiative funds to a new project, 2014 UASI - Data Exchange (Dx) CAD Interface.

- 1.F [14-1051](#) Approve Budget Modification No. 25 to Appropriate \$300,000 to Capital Project 830560 Fremont Pool House Infrastructure Improvements, Approve "Fourth Amendment to Use Agreement Between City of Sunnyvale and Fremont Union High School District for the Development and Operation of a 50 Meter Swimming Pool and Related Facilities at Fremont High School"

Recommendation: Alternative 1: Approve Budget Modification No. 25 to appropriate \$300,000 to Capital Project 830560 Fremont Pool House Infrastructure Improvements; and, approve the Fourth Amendment to Use Agreement Between City of Sunnyvale and Fremont Union High School District for the Development and Operation of a 50 Meter Swimming Pool and Related Facilities at Fremont High School.

- 1.G [14-1026](#) Award of Contract for Three Service Trucks (F15-26)

Recommendation: 1) Award a contract in the amount of \$129,764 to Tracy Ford for three service trucks in substantially the same form as the draft purchase order attached to the report.

- 1.H [14-1052](#) Award of Contract for Design and Construction Support Services for Sunnyvale Golf Course Building Upgrades (F14-76)

Recommendation: 1) Award a contract, in substantially the same format as Attachment 1 and in the amount of \$90,755, to IBI Group Architectural Planning, Inc. for the subject project, and authorize the City Manager to execute the contract when all the necessary conditions have been met; and 2) Approve a 15% design contingency in the amount of \$13,613.

- 1.I [14-1004](#) Award of Contract for Design of the Wolfe/Evelyn Water Plant Mechanical Reconstruction (F14-97)

Recommendation: 1) Award a contract, in substantially the same format as Attachment 1 and in the amount of \$374,622 to HydroScience Engineers for the subject project, and authorize the City Manager to execute the contract when all the necessary conditions have been met; and 2) Approve a 10% design contingency in the amount of \$37,462.

- 1.J [14-1089](#) Award of Bid No. PW15-13 for Concrete Sidewalk, Curb, Gutter and Driveway Approaches CDBG 2015 and Finding of CEQA Categorical Exemption

Recommendation: 1) Make a finding of CEQA categorical exemption pursuant to Class 1, Section 15301(c) and (d) for the restoration or rehabilitation of deteriorated or damaged sidewalks, gutters and similar facilities; 2) Award a contract, in substantially the same format as Attachment 2 and in the amount of \$129,485, to Spencon Construction, Inc. for the subject project, and authorize the City Manager to execute the contract when all the necessary conditions have been met; and 3) Approve a 6% construction contingency in the amount of \$8,192 to utilize available grant funding.

- 1.K [14-1092](#) Award of Bid No. PW15-10 for ADA Curb Ramps Installation CDBG - 2015 and Finding of CEQA Categorical Exemption

Recommendation: 1) Make a finding of CEQA categorical exemption pursuant to Class 1, Section 15301(c) and (d) for the restoration or rehabilitation of deteriorated or damaged sidewalks, gutters and similar facilities; 2) Award a contract, in substantially the same format as Attachment 2 and in the amount of \$178,100, to Trident Contractors, Inc. for the subject project, and authorize the City Manager to execute the contract when all the necessary conditions have been met; and 3) Approve a 25% construction contingency in the amount of \$45,110 in order to utilize all available grant funding.

- 1.L** [14-1065](#) Approve Final Map (Tract No. 10234) - 156 Residential Units and a 41,000 Square Foot Office Building at 1095 West El Camino Real by Sobrato Interests 2, a California Limited Partnership

Recommendation: Approve the final map for Tract No. 10234; authorize the Mayor to sign the subdivision agreement upon submittal of other documents deemed necessary by the Director of Public Works; direct the City Clerk to sign the City Clerk's Statement and forward the final map for recordation.

- 1.M** [14-0716](#) Adopt a Resolution to Summarily Vacate an Existing Public Utility Easement at 457 East Evelyn Avenue

Recommendation: Adopt the resolution to summarily vacate an existing public utility easement at 457 East Evelyn Avenue; and to authorize the City Clerk to submit a certified copy of the resolution to the Santa Clara County Recorder's office.

- 1.N** [14-1103](#) Adopt Ordinance No. 3049-14 Amending the Precise Zoning Plan, Zoning Districts Map, to Rezone Certain Property located at 1071 Noriega Avenue from Medium Density Residential (R-3) to Medium Density Residential/ Planned Development (R-3/PD)

Recommendation: Adopt Ordinance No. 3049-14.

PUBLIC COMMENTS

This category 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 three minutes per speaker. If your subject is not on this evening's agenda you will be recognized at this time; however, the Brown Act (Open Meeting Law) does not allow action by Councilmembers. If you wish to address the Council, please complete a speaker card and give it to the City Clerk. Individuals are limited to one appearance during this section.

PUBLIC HEARINGS/GENERAL BUSINESS

If you wish to speak to a public hearings/general business item, please fill out a speaker card and give it to the City Clerk. You will be recognized at the time the item is being considered by Council. 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.

- 2 [14-0917](#) Approval of a Work Plan to Achieve the 2020 Greenhouse Gas Reduction Targets in the Adopted Climate Action Plan and Budget Modification No. 22

Recommendation: Alternatives 1 through 5: 1) Approve the Climate Action Plan Work Plan 2020; 2) Approve the biennial CAP monitoring and reporting timeframe; 3) Approve the biennial CAP modification process; 4) Approve revised CAP action related to residential energy and water audits; and 5) Approve Budget Modification No. 22 to provide funding for the CAP tracking tool and for initial outreach for CAP implementation.

- 3 [14-0287](#) Introduce an Ordinance to Amend Title 19 (Zoning) Regarding the Appeal Process for Land Use Projects (Study Issue, CDD 14-15); Repeal Council Policy 1.1.4 on Appeals; and make a Finding that the Proposed Project is Exempt from the Requirements of the California Environmental Quality Act (CEQA) Pursuant to CEQA Guidelines 15061(b)(3) - Continued from November 11, 2014 (Planning File: 2014-7434)

Recommendation: Alternatives 1, 2 and 3: 1) Find that the project is exempt from CEQA pursuant to CEQA Guideline 15061(b)(3); 2) Introduce the Ordinance to amend Title 19 of the Sunnyvale Municipal Code (Attachment 4, Draft Ordinance); and 3) Repeal Council Policy 1.1.4.

- 4 [14-0993](#) Amend the Salary Table of the Salary Resolution and the Classification Plan to Add the Newly Established Classifications of Principal Network Engineer, Principal Design and Construction Operator, and Water Pollution Control Plant (WPCP) Control Systems Integrator

Recommendation: Alternative 1: Adopt Resolutions to amend the Salary Table of the City's Salary Resolution and the Classification Plan to add the newly established classifications of Principal Network Engineer, Principal Design and Construction Operator, and WPCP Control Systems Integrator that will become effective at the beginning of the first pay period after November 11, 2014.

- 5 [14-1054](#) Amend the Salary Table of the Salary Resolution to Add the Newly Established Classification of Part Time Meter Reader and to Increase the Pay Range of the Golf Operations Manager Classification

Recommendation: Alternative 1: Adopt Resolution to amend the Salary Table of the City's Salary Resolution to add the newly established classification of Part Time Meter Reader and to increase the pay range of the Golf Operations Manager classification from Pay Range 17 (control point \$107,589) to Pay Range 18 (control point \$120,740) that will become effective at the beginning of the first pay period after December 9, 2014.

- 6 [14-0061](#) Approve a New Section of the Council Policy Manual to Hold Policies Relating to Council Support and Processes, Including a Reorganization of Existing Council Policies 7.3.2; 7.3.12; 7.3.13, and 7.3.28

Recommendation: Alternative 1: Approve Proposed Reorganization of Council Policies as presented in Attachments 1 and 2 to the report.

COUNCILMEMBERS REPORTS ON ACTIVITIES FROM INTERGOVERNMENTAL COMMITTEE ASSIGNMENTS

NON-AGENDA ITEMS & COMMENTS

-Council

-City Manager

INFORMATION ONLY REPORTS/ITEMS

[14-0871](#) Tentative Council Meeting Agenda Calendar

[14-0958](#) Information/Action Items

[14-0873](#) Board/Commission Meeting Minutes

ADJOURNMENT

NOTICE TO THE PUBLIC

The agenda reports to council (RTCs) may be viewed on the City's Web site at sunnyvale.ca.gov after 7 p.m. on Thursdays or at the Sunnyvale Public Library, 665 W. Olive Ave. as of Fridays 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, Sunnyvale, California during normal business hours and in the Council Chamber 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 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.

Pursuant to the Americans with Disabilities Act, if you need special assistance in this meeting, please contact the Office of the City Clerk at (408) 730-7483. Notification of 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35.106 ADA Title II).

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" document available at Presentations.inSunnyvale.com.

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 City Clerk (located to the left of the Council dais). The City Clerk will distribute your items to the Council.

Upcoming Meetings

Visit CouncilMeetings.inSunnyvale.com for upcoming Council meeting information.

Visit BoardsandCommissions.inSunnyvale.com for upcoming board and commission meeting information.

For a complete schedule of KSUN-15 Council meeting broadcasts, visit KSUN.insunnyvale.com.



City of Sunnyvale

Agenda Item

14-0478

Agenda Date: 11/25/2014

Discussion of Council 2015 Intergovernmental Relations Assignments



City of Sunnyvale

Agenda Item

14-0945

Agenda Date: 11/25/2014

SUBJECT

Approve City Council Meeting Minutes of November 11, 2014

RECOMMENDATION

Approve the City Council Meeting Minutes of November 11, 2014 as submitted.



City of Sunnyvale

Meeting Minutes - Draft City Council

Tuesday, November 11, 2014

3:45 PM

Sunnyvale Community Center
Community Room, 550 E. Remington Dr.
and Council Chambers, City Hall, 456 W.
Olive Ave., Sunnyvale, CA

**Special Meetings- Closed Sessions-3:45 PM | Joint Study Session with Planning
Commission and Bicycle and Pedestrian Advisory Commission-5:15 PM | Regular
Meeting-7 PM**

7 P.M. COUNCIL MEETING

CALL TO ORDER

Mayor Griffith called the meeting to order in Council Chambers.

SALUTE TO THE FLAG

Mayor Griffith led the salute to the flag.

ROLL CALL

Present: 7 - Mayor Jim Griffith
Vice Mayor Jim Davis
Councilmember David Whittum
Councilmember Pat Meyering
Councilmember Tara Martin-Milius
Councilmember Glenn Hendricks
Councilmember Gustav Larsson

CLOSED SESSION REPORTS

Vice Mayor Davis reported Council met in Closed Session regarding Conference with Labor Negotiators - Employee organization: Sunnyvale Managers Association and Conference with Real Property Negotiators - Properties: 396 Charles Avenue and 397 S. Mathilda Avenue, 402 Charles Avenue, 403 S. Mathilda Avenue; direction was given, no action was taken.

PUBLIC ANNOUNCEMENTS

Deborah Marks announced a meeting of the Urban Forestry Management Advocacy Group.

CONSENT CALENDAR

Councilmember Meyering requested to pull Items 1.A, 1.B and 1.C, and requested a No vote be recorded on Item 1.G.

Councilmember Whittum requested a No vote be recorded on Item 1.G.

MOTION: Vice Mayor Davis moved and Councilmember Larsson seconded the motion to approve the Consent Calendar with the exception of Items 1.A, 1.B and 1.C. The motion carried by the following vote:

Yes: 7 - Mayor Griffith
Vice Mayor Davis
Councilmember Whittum
Councilmember Meyering
Councilmember Martin-Milius
Councilmember Hendricks
Councilmember Larsson

No: 0

1.A [14-0879](#) Approve City Council Meeting Minutes of October 28, 2014

Public Hearing opened at 12:03 a.m.

No speakers.

Public Hearing closed at 12:03 a.m.

MOTION: Councilmember Larsson moved and Councilmember Hendricks seconded the motion to approve the City Council Meeting Minutes of October 28, 2014 as submitted. The motion carried by the following vote:

Yes: 6 - Mayor Griffith
Vice Mayor Davis
Councilmember Whittum
Councilmember Martin-Milius
Councilmember Hendricks
Councilmember Larsson

No: 1 - Councilmember Meyering

1.B [14-1083](#) Approve the List(s) of Claims and Bills Approved for Payment
by the City Manager

Public Hearing opened at 12:03 a.m.

No speakers.

Public Hearing closed at 12:03 a.m.

MOTION: Councilmember Larsson moved and Councilmember Hendricks seconded the motion to approve the list(s) of claims and bills. The motion carried by the following vote:

Yes: 6 - Mayor Griffith
Vice Mayor Davis
Councilmember Whittum
Councilmember Martin-Milius
Councilmember Hendricks
Councilmember Larsson

No: 1 - Councilmember Meyering

1.C [14-0666](#) Approve Assignment and Assumption and Modification Agreements between Senior Housing Solutions, Sunnyvale Senior Homes LLC (an affiliate of Charities Housing), and the City of Sunnyvale Regarding Transfer of 1230 Klee Court and 1675 S. Wolfe Road in Sunnyvale

This item was considered immediately following Item 3.

Public Hearing opened at 8:04 p.m.

No speakers.

Public Hearing closed at 8:04 p.m.

MOTION: Vice Mayor Davis moved and Councilmember Hendricks seconded the motion to approve the Assignment and Assumption and Modification Agreements between Senior Housing Solutions, Sunnyvale Senior Homes LLC (an affiliate of Charities Housing), and the City, both in final form as approved by the City Attorney; and authorize the City Manager to execute agreements and related loan documents required to facilitate the transfer of 1230 Klee Court and 1675 S. Wolfe Road from Senior Housing Solutions to Sunnyvale Senior Homes LLC. The motion carried by the following vote:

Yes: 7 - Mayor Griffith
Vice Mayor Davis
Councilmember Whittum
Councilmember Meyering
Councilmember Martin-Milius
Councilmember Hendricks
Councilmember Larsson

No: 0

1.D [14-0983](#) Award of Contract for Three Quintuple Combination Fire Service Apparatus (F15-02)

1) Award a contract in substantially the same form as the draft purchase order attached to the report and in the amount of \$2,501,198 to Ferrara Fire Apparatus, Inc. for three quintuple combination fire service apparatus; and 2) approve a 2% contingency in the amount of \$51,624.

1.E [14-1045](#) Award of Contract for Cisco Equipment to Upgrade the City Network Infrastructure (F15-22)

Approve the award of a contract in the amount of \$241,377, excluding sales tax, to NetXperts Inc., in substantially the same form as the draft purchase order attached to the report.

1.F [14-0855](#) Adopt a Resolution Amending the City of Sunnyvale Conflict of Interest Code

Adopt the proposed resolution (Attachment 1) amending the City's Conflict of Interest Code, as submitted.

1.G [14-1084](#) Adopt Ordinance No. 3048-14 Amending Chapter 1.04 (General Penalty) of Title 1 (General Provisions), adding Chapter 9.58 (Signs On City Property) to Title 9 (Public Peace, Safety Or Welfare), and Amending Various Sections of Chapter 19.44 (Sign Code); of Title 19 (Zoning) of the Sunnyvale Municipal Code

MOTION: Vice Mayor Davis moved and Councilmember Larsson seconded the motion to adopt Ordinance No. 3048-14. The motion carried by the following vote:

Yes: 5 - Mayor Griffith
Vice Mayor Davis
Councilmember Martin-Milius
Councilmember Hendricks
Councilmember Larsson

No: 2 - Councilmember Whittum
Councilmember Meyering

PUBLIC COMMENTS

Phyllis Freeman inquired about the status of the homeless shelter in Sunnyvale.

MOTION: Councilmember Meyering moved and Vice Mayor Davis seconded the motion to put on the November 25 agenda a discussion and analysis of a list prepared by the city manager of the three most possibly useful buildings the City has in possession, including the vacant house on Mathilda, for use by one of the non-profits that we could rent to handle a 120-day homeless program that we've had in the past. The motion failed by the following vote:

Yes: 3 - Vice Mayor Davis
Councilmember Whittum
Councilmember Meyering

No: 4 - Mayor Griffith
Councilmember Martin-Milius
Councilmember Hendricks
Councilmember Larsson

PUBLIC COMMENTS

Michael Goldman spoke regarding the Civic Center.

PUBLIC HEARINGS/GENERAL BUSINESS

- 2** [14-1067](#) REQUEST FOR CONTINUATION to November 25, 2014 for the Introduction of an Ordinance to Amend Title 19 (Zoning) Regarding the Appeal Process for Land Use Projects (Study Issue, CDD 14-15); Repeal of Council Policy 1.1.4 on Appeals; and making a Finding that the Proposed Project is Exempt from the Requirements of the California Environmental Quality Act (CEQA) Pursuant to CEQA Guidelines 15061(b)(3)
(Planning File: 2014-7434)

City Manager Deanna Santana presented the staff report.

Public Hearing opened at 7:17 p.m.

No speakers.

Public Hearing closed at 7:17 p.m.

MOTION: Councilmember Whittum moved and Councilmember Hendricks seconded the motion to approve continuance of this item to November 25, 2014. The motion carried by the following vote:

Yes: 7 - Mayor Griffith
Vice Mayor Davis
Councilmember Whittum
Councilmember Meyering
Councilmember Martin-Milius
Councilmember Hendricks
Councilmember Larsson

No: 0

- 3** [14-0787](#) Determine Priority Needs for Human Services for Fiscal Years 2015-16 and 2016-17 and Supplemental Funding Amount for Fiscal Year 2015-16

Housing Officer Suzanne Ise presented the staff report.

Public Hearing opened at 7:29 p.m.

Pilar Furlong, Director of Community Resources, Bill Wilson Center, spoke regarding the services provided by the center and urged a minimum of \$100,000 for human services grants.

Sujatha Venkatraman, West Valley Community Services, spoke regarding the increasing need for supporting human services for the homeless.

Marie Bernard, Sunnyvale Community Services, spoke regarding the continuing hunger index in Silicon Valley and the growing income gap and urged inclusion of the 15% increase.

Wanda Hale, long term care ombudsman, spoke regarding the services the organization provides.

Georgia Bacil, Directing Attorney, SALA provided information about the services the organization provides and requested support of the staff recommendation.

Public Hearing closed at 7:42 p.m.

MOTION: Vice Mayor Davis moved and Councilmember Whittum seconded the

motion to approve Alternatives 1, 3 and 4: 1) Approve the list of priority needs as shown above, excerpted from the ConPlan, 3) Determine a supplemental funding amount of \$115,000 (modified from \$100,000) for human services grants for FY 2015 16, and 4) Modify the Human Services Policy to increase the minimum grant limit, only for applicants seeking CDBG funds, to \$25,000, and retain the current maximum grant limit of 25% of total human services funding available.

AMENDMENT: Mayor Griffith moved to amend and Councilmember Martin-Milius seconded the motion to drop it to \$100,000. The motion to amend failed by the following vote:

Yes: 1 - Mayor Griffith

No: 6 - Vice Mayor Davis
Councilmember Whittum
Councilmember Meyering
Councilmember Martin-Milius
Councilmember Hendricks
Councilmember Larsson

The main motion carried by the following vote:

Yes: 7 - Mayor Griffith
Vice Mayor Davis
Councilmember Whittum
Councilmember Meyering
Councilmember Martin-Milius
Councilmember Hendricks
Councilmember Larsson

No: 0

- 4** [14-0817](#) File #: 2014-7423
Location: 1071 Noriega Ave. (APNs: 161-37-017, 161-37-018)
Proposed Project: Related applications on a 0.48-acre site:
REZONE: Introduction of an Ordinance to rezone the site from
R-3 (Medium Density Residential) to R-3/PD (Medium Density
Residential/Planned Development);
SPECIAL DEVELOPMENT PERMIT: for 10 residential
townhome units; and
VESTING TENTATIVE MAP: to subdivide two lots into 10 lots
plus a common lot.
Applicant / Owner: Classic Communities (applicant) / Classic

1071 Noriega LP (owner)
Environmental Review: Mitigated Negative Declaration

Planning Officer Trudi Ryan presented the staff report.

Public Hearing opened at 8:25 p.m.

Applicant Jim Pollard, representing Classic Communities, provided written materials and a PowerPoint presentation regarding the project.

Sharon Ashley, neighbor of the project, stated they had put in landscaping to screen the view of the current apartments and expressed concerns regarding the impact of the higher density project among single family homes in the community and the height of the proposed units.

Applicant Jim Pollard stated they have tried to work with the neighbors to minimize the impact particularly to the single family homes to the west. Adam Kates, Classic Communities, provided additional information.

Public Hearing closed at 9:02 p.m.

MOTION: Alternative 1: Adopt the Mitigated Negative Declaration; introduce the ordinance in Attachment 8 to Rezone 1071 Noriega Ave. (APNs: 161-37-017 and 161-37-018) from R-3 to R-3/PD; and approve the Special Development Permit for 10 residential townhome units and Vesting Tentative Map to subdivide two lots into 10 lots plus a common lot based on the findings in Attachment 3 and with the recommended conditions of approval in Attachment 4, and a modification to add a condition of approval that four to five 36-inch box trees be placed on the west side of the property with the approval of the Director of Community Development.

AMENDMENT: Councilmember Whittum moved an amendment and Councilmember Meyering seconded to amend a condition of approval that the height of the structures in lots 1, 2, 3 and 4 be limited to 30 feet. The motion to amend failed by the following vote:

Yes: 2 - Councilmember Whittum
Councilmember Meyering

No: 5 - Mayor Griffith
Vice Mayor Davis
Councilmember Martin-Milius
Councilmember Hendricks
Councilmember Larsson

The main motion carried by the following vote:

- Yes: 4 -** Mayor Griffith
Councilmember Martin-Milius
Councilmember Hendricks
Councilmember Larsson
- No: 3 -** Vice Mayor Davis
Councilmember Whittum
Councilmember Meyering

5 [14-0818](#) Examine Ways to Increase Local Hiring in Major Private Developments (Study Issue)

Assistant City Manager Robert Walker introduced the item. City Manager Deanna Santana provided additional information. Economic Development Manager Connie Verceles presented the staff report.

Public Hearing opened at 10:04 p.m.

Josue Garcia, Building Trades Council, encouraged creation of a strong local hiring policy.

Terri Carroll spoke in support of local hiring through an apprenticeship program.

Carol Weiss, Chair of Social Equity on the Santa Clara Human Rights Commission encouraged well-paying, local jobs and job training and apprenticeship programs, and in support of expanding the scope of the study.

Louise Auermahn, Working Partnerships, spoke regarding income inequality and recommended a broad, comprehensive analysis to look at policy and integrated approach that would integrate local hiring and apprenticeship opportunities

Angelo Ricci, Sheet Metal Workers Union Local 104, spoke in support of providing opportunities for veterans returning to the area and opening further veteran outreach programs.

Ruth Silver Taube, Supervising Attorney of Katharine & George Alexander Community Law Center's Worker's Rights Clinic and member of the Santa Clara County Wage Theft Coalition, spoke in support of local hiring and job quality and encouraged looking at other local hiring ordinances and select the best pieces of them.

Cheryl Pollock spoke in support of local hiring and pre-apprenticeship programs for local high school students.

Tony Spitaleri spoke in support of requiring at least 50% of the workforce on construction projects be from Santa Clara County, and recommended a citizen's blue ribbon type commission made up of Council, staff and labor groups to come up with a good policy.

Mark Van Der Heuvel, Sheet Metal Workers Union, spoke regarding a growing trend of bringing workers in from other areas and encouraged a local apprenticeship program for local youth and urged a policy approach.

Marie Bernard, Sunnyvale Community Services, spoke in support of a blue ribbon committee to bring in the constituencies.

Public Hearing closed at 10:36 p.m.

MOTION: Vice Mayor Davis moved and Councilmember Meyering seconded the motion to approve Alternative 3: Send the report back to staff for refinement, ask staff to address the position that when a developer comes in the City asking for variances, that we request the developers be required to commit to hiring contractors and subcontractors who will employ a majority of their skilled labor from the Bay Area communities.

MOTION to TABLE: Councilmember Hendricks moved to table the motion. Councilmember Whittum seconded the motion. The motion to table carried by the following vote:

Yes: 5 - Mayor Griffith
Councilmember Whittum
Councilmember Martin-Milius
Councilmember Hendricks
Councilmember Larsson

No: 2 - Vice Mayor Davis
Councilmember Meyering

MOTION: Councilmember Whittum moved to ask staff to work with the Mayor to develop a framework for a blue ribbon committee which would include representation of certain members to produce the work product within a couple months and come back to Council in a study session with alternatives and a recommendation.

Motion died due to lack of a second.

City Manager Santana summarized her understanding of Council's discussion, stating that there is interest in an ordinance of local hiring for public or private development projects which are larger in scale, to be defined; staff needs to come back with additional definitions as a start, with trade-offs, pros and cons, and what's left off the table.

MOTION: Councilmember Whittum moved that Council affirm the prioritization of the study issue as outlined by the city manager, for emphasis on private development projects, and in parallel, the Mayor to form a blue ribbon committee and that committee to report within three months in a study session with Council, coordinated with staff.

Motion died due to lack of a second.

MOTION: Councilmember Meyering moved to institute a one-year pilot program that developments over six units or 6,000 square feet require local employment of 60% or more including skilled and unskilled labor.

Motion died due to lack of a second.

MOTION: Councilmember Hendricks moved and Councilmember Whittum seconded the motion to direct the City Manager look at ordinances that could be applied to private and public projects as it relates to local hiring to be defined as county and surrounding counties that could be implemented and come back to Council with how long staff thinks it will take to do that, to be developed through stakeholder engagement.

FRIENDLY AMENDMENT: Councilmember Whittum offered a friendly amendment that the motion only include private development.

Councilmember Hendricks declined to accept the friendly amendment.

AMENDMENT: Councilmember Whittum moved an amendment and Vice Mayor Davis seconded that the motion only include private developments. The motion to amend failed by the following vote:

Yes: 3 - Vice Mayor Davis
Councilmember Whittum
Councilmember Meyering

No: 4 - Mayor Griffith
Councilmember Martin-Milius
Councilmember Hendricks
Councilmember Larsson

FRIENDLY AMENDMENT: Mayor Griffith offered a friendly amendment to, in addition to the broad direction, specifically take a look at insuring proper licensing

of contractors and subcontractors, encouraging use of apprenticeship programs and potentially requiring reports from major developments on their planning for hiring local labor; providing job projections and an outreach plan. Councilmember Hendricks accepted the friendly amendment.

SUBSTITUTE MOTION: Councilmember Whittum moved a substitute motion and Councilmember Meyering seconded to bring Vice Mayor Davis' motion back from the table. The substitute motion failed by the following vote:

Yes: 3 - Vice Mayor Davis
Councilmember Whittum
Councilmember Meyering

No: 4 - Mayor Griffith
Councilmember Martin-Milius
Councilmember Hendricks
Councilmember Larsson

MOTION RESTATED with FRIENDLY AMENDMENTS: Councilmember Hendricks restated the motion with assistance from City Manager Santana: Direct the city manager to bring forward a local hiring ordinance for both public and private large development projects, to be defined; in addition, to ensure proper licensing, to use apprenticeship programs, require reports on local labor and the employment plans, job projections and outreach plans as well as to ensure stakeholder engagement and bring back a plan for the plan with a schedule and timeline. The main motion carried by the following vote:

Yes: 6 - Mayor Griffith
Vice Mayor Davis
Councilmember Meyering
Councilmember Martin-Milius
Councilmember Hendricks
Councilmember Larsson

No: 1 - Councilmember Whittum

Council recessed at 11:10 p.m.

Council reconvened at 11:25 p.m. with all Councilmembers present.

City Clerk Kathleen Franco Simmons read the ordinance title for Item 4 at this time.

6 [14-1059](#) Adopt a Resolution Declaring City-Owned Residential Properties and Vacant Lots on Charles Street and Mathilda Avenue as Surplus Property and Authorizing for Sale the

Subject Properties in Compliance with Government Code
Section 54222

Assistant City Manager Kent Steffens presented the staff report.

Public Hearing opened at 11:43 p.m.

Deborah Marks stated many other people were present to speak about this issue earlier and spoke in favor of keeping the properties, making the area into a park, and dedicating it as Veterans Memorial Park. Marks requested that this topic be postponed and placed earlier on the agenda.

Michael Goldman stated he was speaking partly for the people who came to speak regarding this topic but had to leave due to the late hour, and spoke in favor of keeping the properties for green space or a park.

Public Hearing closed at 11:49 p.m.

MOTION: Councilmember Meyering moved and Councilmember Whittum seconded the motion to schedule this issue for a public hearing item regarding what the public wants to have done with the downtown area including this parcel, scheduled with six weeks' notice given to the public, to be held in the Council Chambers and televised.

FRIENDLY AMENDMENT: Councilmember Whittum offered a friendly amendment to strike the six weeks.

Councilmember Meyering accepted the friendly amendment.

The motion failed by the following vote:

Yes: 3 - Vice Mayor Davis
Councilmember Whittum
Councilmember Meyering

No: 4 - Mayor Griffith
Councilmember Martin-Milius
Councilmember Hendricks
Councilmember Larsson

MOTION: Councilmember Hendricks moved and Mayor Griffith seconded the motion to approve Alternative 4: Do not declare the subject City-owned properties within Block 15 as surplus property.

FRIENDLY AMENDMENT: Mayor Griffith offered a friendly amendment to schedule

a closed session meeting.

Councilmember Hendricks accepted the friendly amendment.

AMENDMENT: Councilmember Meyering moved to amend the motion to include having a public hearing before the closed session with the title of the agenda item "Should Sunnyvale City Government be an Aggregator?"
Motion to amend died due to lack of a second.

The main motion carried by the following vote:

- Yes: 5 -** Mayor Griffith
Councilmember Whittum
Councilmember Martin-Milius
Councilmember Hendricks
Councilmember Larsson
- No: 2 -** Vice Mayor Davis
Councilmember Meyering

MOTION: Councilmember Hendricks moved and Councilmember Larsson seconded the motion to continue the meeting to complete the remaining two Consent Calendar items.

- Yes: 6 -** Mayor Griffith
Vice Mayor Davis
Councilmember Whittum
Councilmember Martin-Milius
Councilmember Hendricks
Councilmember Larsson
- No: 1 -** Councilmember Meyering

COUNCILMEMBERS REPORTS ON ACTIVITIES FROM INTERGOVERNMENTAL COMMITTEE ASSIGNMENTS

None.

NON-AGENDA ITEMS & COMMENTS

-Council

Councilmember Whittum reported the draft Environmental Impact Report for El Camino Real Bus Rapid Transit is available and stated his intent to request the public comment period be extended from 45 days to 60 days due to the size of the document.

-City Manager

City Manager Santana reported responses to Council questions on the agenda are posted online and going forward, staff would like to receive Council questions by 8 a.m. on Monday so staff may respond by the end of the day and post them online. City Manager Santana stated questions submitted after the 8 a.m. deadline would be responded to verbally at the Council meeting.

INFORMATION ONLY REPORTS/ITEMS

- | | |
|--------------------------------|---|
| <u>14-0281</u> | Tentative Council Meeting Agenda Calendar |
| <u>14-0957</u> | Information/Action Items |
| <u>14-1074</u> | Study Session Summary of October 28, 2014 - Review Performance Evaluation Tools for the City Manager and City Attorney |
| <u>14-1082</u> | Study Session Summary of October 28, 2014 - Consideration of Housing Mitigation Fee Nexus Study Findings and Alternatives |
| <u>14-0302</u> | Board/Commission Minutes |

ADJOURNMENT

Mayor Griffith closed the meeting with a moment of silence in respect for the service of veterans on Veterans Day.

Mayor Griffith adjourned the meeting at 12:23 a.m.



City of Sunnyvale

Agenda Item

14-1110

Agenda Date: 11/25/2014

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
737	11/02/14 through 11/08/14	\$3,546,127.26
738	11/09/14 through 11/15/14	\$2,534,518.66

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 Senior Center, Community Center and Department of Public Safety; and by making the agenda and report available at the Sunnyvale Public Library, the Office of the City Clerk and on the City's website.

RECOMMENDATION

Approve the list(s) of claims and bills.

Prepared by: Pete Gonda, Purchasing Officer
Reviewed by: Grace K. Leung, Director of Finance
Reviewed by: Robert A. Walker, Assistant City Manager
Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

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

11/17/2014

City of Sunnyvale

LIST #737

Page 1

List of All Claims and Bills Approved for Payment

For Checks Dated 11/02/14 through 11/08/14

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount	Taken	Amount Paid	Payment Total
100262755	11/5/14	A T & T	SEPT2014	Utilities - Telephone	97.31		0.00	97.31	\$97.31
100262756	11/5/14	APT US&C	FY2014-2015	Financial Services	200.00		0.00	200.00	\$480.00
			TB2014-2015	Membership Fees	280.00		0.00	280.00	
100262757	11/5/14	AT&T	0601796102	Utilities - Telephone	360.87		0.00	360.87	\$360.87
100262758	11/5/14	AT&T	000005847404	Utilities - Telephone	2,026.93		0.00	2,026.93	\$2,026.93
100262759	11/5/14	ACCESS HARDWARE	5571982-IN	Bldg Maint Matls & Supplies	317.47		0.00	317.47	\$317.47
100262760	11/5/14	ADVANCED CHEMICAL TRANSPORT INC	59021	HazMat Disposal - Hazardous Waste Disposal	5,459.79		0.00	5,459.79	\$5,784.79
			60164	HazMat Disposal - Hazardous Waste Disposal	345.00		0.00	345.00	
			73115	HazMat Disposal - Hazardous Waste Disposal	-20.00		0.00	-20.00	
100262762	11/5/14	ADVANCED PC CONCEPTS	1286	Training and Conferences	1,350.00		0.00	1,350.00	\$1,350.00
100262763	11/5/14	AIR LIQUIDE AMERICA SPECIALTY GASES LLC	57596560	Supplies, First Aid	150.45		0.00	150.45	\$150.45
100262764	11/5/14	APPLIED INDUSTRIAL TECHNOLOGIES	7002908808	Miscellaneous Equipment Parts & Supplies	399.55		0.00	399.55	\$399.55
100262765	11/5/14	ATTORNEY GENERAL'S REGISTRY OF	077280-2013/14	Taxes & Licenses - Misc	25.00		0.00	25.00	\$25.00
100262766	11/5/14	B & A FRICTION MATERIALS INC	529871	Parts, Vehicles & Motor Equip	0.41		0.00	0.41	\$336.86
			529893	Parts, Vehicles & Motor Equip	69.03		0.00	69.03	
			532375	Parts, Vehicles & Motor Equip	186.91		0.00	186.91	
			532419	Parts, Vehicles & Motor Equip	80.51		0.00	80.51	
100262767	11/5/14	BP & A ENTERPRISES	5300779	Fuel, Oil & Lubricants	17.36		0.00	17.36	\$301.03
			5300790	Fuel, Oil & Lubricants	15.42		0.00	15.42	
			5300798	Fuel, Oil & Lubricants	12.81		0.00	12.81	
			5300799	Fuel, Oil & Lubricants	29.62		0.00	29.62	
			5601002	Fuel, Oil & Lubricants	17.05		0.00	17.05	
			5900623	Fuel, Oil & Lubricants	21.95		0.00	21.95	
			5900635	Fuel, Oil & Lubricants	15.06		0.00	15.06	
			5900646	Fuel, Oil & Lubricants	20.12		0.00	20.12	
			5900652	Fuel, Oil & Lubricants	78.42		0.00	78.42	
			5900658	Fuel, Oil & Lubricants	18.24		0.00	18.24	
			5900689	Fuel, Oil & Lubricants	19.50		0.00	19.50	
			5900690	Fuel, Oil & Lubricants	19.77		0.00	19.77	
			5900691	Fuel, Oil & Lubricants	15.71		0.00	15.71	
100262768	11/5/14	BAKER & TAYLOR	4010989425	Library Acquisitions, Books	541.17		0.00	541.17	\$814.60
			4010989425	Library Materials Preprocessing	14.99		0.00	14.99	
			4011003332	Library Acquisitions, Books	249.97		0.00	249.97	
			4011003332	Library Materials Preprocessing	8.47		0.00	8.47	
100262769	11/5/14	BAY-VALLEY PEST CONTROL INC	0180714	Facilities Maint & Repair - Labor	64.00		0.00	64.00	\$64.00
100262770	11/5/14	BELKORP AG LLC	87029	Parts, Vehicles & Motor Equip	304.93		0.00	304.93	\$304.93
100262771	11/5/14	BENCHMARK ENVIRONMENTAL ENGINEERING	E14-1299	Customer Loans Disbursed	975.00		0.00	975.00	\$1,775.00
			E14-1300	Customer Loans Disbursed	475.00		0.00	475.00	
			E14-1301	Customer Loans Disbursed	325.00		0.00	325.00	
100262772	11/5/14	BIGGS CARDOSA ASSOC INC	65534	Consultants	36,720.56		0.00	36,720.56	\$36,720.56
100262773	11/5/14	BOUND TREE MEDICAL LLC	81579238	Supplies, First Aid	605.73		0.00	605.73	\$1,263.24
			81583063	Supplies, First Aid	657.51		0.00	657.51	
100262774	11/5/14	BUCHANAN AUTO ELECTRIC INC	C48926	Parts, Vehicles & Motor Equip	1,338.60		0.00	1,338.60	\$1,338.60

List of All Claims and Bills Approved for Payment

For Checks Dated 11/02/14 through 11/08/14

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount	Taken	Amount Paid	Payment Total
100262775	11/5/14	BURKE WILLIAMS & SORENSEN LLP	182366	Legal Services	579.94		0.00	579.94	\$579.94
100262776	11/5/14	BURTONS FIRE INC	S23295	Parts, Vehicles & Motor Equip	87.39		0.00	87.39	\$803.49
			S23402	Parts, Vehicles & Motor Equip	716.10		0.00	716.10	
100262777	11/5/14	CDM SMITH	80502540/9	Engineering Services	4,551.00		0.00	4,551.00	\$104,801.60
			80502740/9	Consultants	100,250.60		0.00	100,250.60	
100262778	11/5/14	CPS EXECUTIVE SEARCH	SOP37798	Personnel Testing Services	1,375.00		0.00	1,375.00	\$1,375.00
100262779	11/5/14	CALIFORNIA COOKING INC	4726	Miscellaneous Services	1,057.89		0.00	1,057.89	\$1,057.89
100262780	11/5/14	CAROLLO ENGINEERS	0137241	Professional Services	297,514.11		0.00	297,514.11	\$297,514.11
100262781	11/5/14	COAST COUNTIES TRUCK & EQUIPMENT COI-	295334	Auto Maint & Repair - Labor	271.91		0.00	271.91	\$389.30
			1-295334	Auto Maint & Repair - Materials	117.39		0.00	117.39	
100262782	11/5/14	CORIX WATER PRODUCTS (US) INC	1741325647	Construction Services	36.79		0.00	36.79	\$36.79
100262783	11/5/14	COUNTY OF SANTA CLARA FINANCE DEPT	1800044483	Contracts/Service Agreements	97,792.00		0.00	97,792.00	\$97,792.00
100262784	11/5/14	DT AUTO SERVICE INC	2207115	Fuel, Oil & Lubricants	21.47		0.00	21.47	\$182.52
			2236816	Fuel, Oil & Lubricants	19.28		0.00	19.28	
			2236818	Fuel, Oil & Lubricants	18.49		0.00	18.49	
			2237423	Fuel, Oil & Lubricants	16.87		0.00	16.87	
			2239641	Fuel, Oil & Lubricants	19.45		0.00	19.45	
			2344001	Fuel, Oil & Lubricants	18.07		0.00	18.07	
			2344003	Fuel, Oil & Lubricants	18.76		0.00	18.76	
			2344007	Fuel, Oil & Lubricants	12.19		0.00	12.19	
			2415595	Fuel, Oil & Lubricants	15.89		0.00	15.89	
			2444066	Fuel, Oil & Lubricants	22.05		0.00	22.05	
100262785	11/5/14	DOWNEY BRAND LLP	475442	Legal Services	1,855.00		0.00	1,855.00	\$1,855.00
100262786	11/5/14	ERT INC	RF1410-13M	Occupational Health and Safety Services	875.00		0.00	875.00	\$875.00
100262787	11/5/14	FEDERAL EXPRESS CORP	2-794-78819	Mailing & Delivery Services	4.04		0.00	4.04	\$10.06
			2-824-32155	Mailing & Delivery Services	6.02		0.00	6.02	
100262788	11/5/14	FERRARA FIRE APPARATUS INC	INV00000W67526	Parts, Vehicles & Motor Equip	67.97		0.00	67.97	\$126.43
			INV00000W67527	Parts, Vehicles & Motor Equip	58.46		0.00	58.46	
100262789	11/5/14	FOOTJOY	5763768	Inventory Purchase	1,193.40		0.00	1,193.40	\$1,193.40
100262790	11/5/14	FOSTER BROS SECURITY SYSTEMS INC	263162	General Supplies	35.83		0.00	35.83	\$74.16
			263167	General Supplies	16.58		0.00	16.58	
			263254	Miscellaneous Services	21.75		0.00	21.75	
100262791	11/5/14	FREMONT UNION HIGH SCHOOL DISTRICT	14-588	Utilities - Electric	4,067.26		0.00	4,067.26	\$4,067.26
100262792	11/5/14	GCS ENVIRONMENTAL EQUIPMENT SERVICES INC	10344	Parts, Vehicles & Motor Equip	573.50		0.00	573.50	\$573.50
100262793	11/5/14	GARDENLAND POWER EQUIPMENT	233279	Parts, Vehicles & Motor Equip	71.61		0.00	71.61	\$71.61
100262794	11/5/14	GOLDEN GATE TRUCK CENTER	F005609257:01	Parts, Vehicles & Motor Equip	188.88		0.00	188.88	\$1,993.77
			F005610562:01	Parts, Vehicles & Motor Equip	257.19		0.00	257.19	
			F005612172:01	Parts, Vehicles & Motor Equip	241.47		0.00	241.47	
			F005614229:01	Parts, Vehicles & Motor Equip	1,223.99		0.00	1,223.99	
			F005614771:01	Parts, Vehicles & Motor Equip	82.24		0.00	82.24	
100262795	11/5/14	GOLDFARB LIPMAN ATTORNEYS	113906	Legal Services	687.50		0.00	687.50	\$687.50
100262796	11/5/14	GOODYEAR COMMERCIAL TIRE & SERVICE CTR	189-1084471	Parts, Vehicles & Motor Equip	623.83		0.00	623.83	\$1,781.54
			189-1084510	Parts, Vehicles & Motor Equip	84.18		0.00	84.18	
			189-1084540	Parts, Vehicles & Motor Equip	183.68		0.00	183.68	
			189-1084612	Auto Maint & Repair - Labor	35.00		0.00	35.00	
			189-1084612	Auto Maint & Repair - Materials	9.25		0.00	9.25	

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			189-1084612	Parts, Vehicles & Motor Equip	0.00		0.00	0.00	
			189-1085016	Parts, Vehicles & Motor Equip	100.03		0.00	100.03	
			189-1085050	Parts, Vehicles & Motor Equip	142.08		0.00	142.08	
			189-1085168	Parts, Vehicles & Motor Equip	568.49		0.00	568.49	
			189-1085192	Parts, Vehicles & Motor Equip	35.00		0.00	35.00	
100262797	11/5/14	HEXAGON TRANSPORTATION CONSULTANTS INC	8514	Consulting Services	11,900.00		0.00	11,900.00	\$11,900.00
100262798	11/5/14	JWC ENVIRONMENTAL	59768	Facilities Maint & Repair - Labor	34,813.06		0.00	34,813.06	\$34,813.06
100262799	11/5/14	JAVELCO EQUIPMENT SERVICE INC	48006	Parts, Vehicles & Motor Equip	27.93		0.00	27.93	\$48.57
			48159	Parts, Vehicles & Motor Equip	20.64		0.00	20.64	
100262800	11/5/14	K J WOODS CONSTRUCTION INC	H20LINEPHS3#01	Construction Services	268,736.00		0.00	268,736.00	\$268,736.00
100262801	11/5/14	KELLY MOORE PAINT CO INC	820-244202	Bldg Maint Matls & Supplies	81.14		0.00	81.14	\$81.14
100262802	11/5/14	KIMLEY HORN & ASSOC INC	6177317	Consultants	1,260.43		0.00	1,260.43	\$1,260.43
100262803	11/5/14	KOHLWEISS AUTO PARTS INC	01NW0354	Parts, Vehicles & Motor Equip	28.89		0.00	28.89	\$832.19
			01NW0718	Parts, Vehicles & Motor Equip	48.68		0.00	48.68	
			01NW0740	Parts, Vehicles & Motor Equip	10.74		0.00	10.74	
			01NW1996	Parts, Vehicles & Motor Equip	12.27		0.00	12.27	
			01NW2476	Parts, Vehicles & Motor Equip	28.59		0.00	28.59	
			01NW2481	Parts, Vehicles & Motor Equip	15.98		0.00	15.98	
			01NX5281	Parts, Vehicles & Motor Equip	257.07		0.00	257.07	
			01NX5947	Parts, Vehicles & Motor Equip	28.90		0.00	28.90	
			01NX6558	Parts, Vehicles & Motor Equip	12.43		0.00	12.43	
			01NX6770	Parts, Vehicles & Motor Equip	20.37		0.00	20.37	
			01NX8738	Parts, Vehicles & Motor Equip	110.89		0.00	110.89	
			01NX8739	Parts, Vehicles & Motor Equip	15.00		0.00	15.00	
			01NX8771	Parts, Vehicles & Motor Equip	25.48		0.00	25.48	
			01NX8917	Parts, Vehicles & Motor Equip	6.29		0.00	6.29	
			01NX9330	Parts, Vehicles & Motor Equip	39.15		0.00	39.15	
			01NX9527	Parts, Vehicles & Motor Equip	67.31		0.00	67.31	
			01NX9808	Parts, Vehicles & Motor Equip	43.68		0.00	43.68	
			01NY0037	Parts, Vehicles & Motor Equip	12.43		0.00	12.43	
			01NY1758	Inventory Purchase	4.65		0.09	4.56	
			01NY3600	Inventory Purchase	44.37		0.89	43.48	
100262805	11/5/14	L N CURTIS & SONS INC	1307560-01	Clothing, Uniforms & Access	678.60		0.00	678.60	\$948.30
			1328167-00	Safety Equipment Maintenance & Repair	269.70		0.00	269.70	
100262806	11/5/14	LEHR AUTO ELECTRIC	01 101860	Parts, Vehicles & Motor Equip	75.29		0.00	75.29	\$142.28
			01 102142	Parts, Vehicles & Motor Equip	66.99		0.00	66.99	
100262807	11/5/14	LEXISNEXIS RISK DATA MANAGEMENT INC	1409790-140930	Financial Services	130.00		0.00	130.00	\$130.00
100262808	11/5/14	LIFETIME TENNIS INC	MAGNUM090214	Refund Recreation Fees	109.00		0.00	109.00	\$218.00
			N TRAN090214	Refund Recreation Fees	109.00		0.00	109.00	
100262809	11/5/14	MACIAS GINI AND OCONNELL LLP	201356	Financial Services	847.98		0.00	847.98	\$847.98
100262810	11/5/14	MALLORY SAFETY & SUPPLY LLC	33885316	Inventory Purchase	76.13		0.00	76.13	\$76.13
100262811	11/5/14	MARIALIS SEEHORN	CLAIM14-15-014	Liability Claims Paid	190.00		0.00	190.00	\$190.00
100262812	11/5/14	MCMASTER CARR SUPPLY CO	15665732	Miscellaneous Equipment Parts & Supplies	220.06		0.00	220.06	\$220.06
100262813	11/5/14	MIDWEST TAPE	92258437	Library Acquis, Audio/Visual	359.55		0.00	359.55	\$454.91
			92280267	Library Acquis, Audio/Visual	95.36		0.00	95.36	
100262814	11/5/14	MONARCH TRUCK CENTER	217780P	Parts, Vehicles & Motor Equip	271.95		0.00	271.95	\$117.95
			CM216947P	Parts, Vehicles & Motor Equip	-154.00		0.00	-154.00	

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Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount	Taken	Amount Paid	Payment Total
100262815	11/5/14	MOUNTAIN VIEW CHAMBER OF COMMERCE	14MVMEM837	Membership Fees	350.00		0.00	350.00	\$350.00
100262816	11/5/14	MOUNTAIN VIEW GARDEN CENTER	73662	Materials - Land Improve	96.73		0.00	96.73	\$96.73
100262817	11/5/14	MUNICIPAL MAINTENANCE EQUIPMENT INC	0093881-IN	Parts, Vehicles & Motor Equip	23.18		0.00	23.18	\$6,225.59
			0093970-IN	Parts, Vehicles & Motor Equip	137.39		0.00	137.39	
			0094008-IN	Parts, Vehicles & Motor Equip	3,126.54		0.00	3,126.54	
			0094519-IN	Parts, Vehicles & Motor Equip	2,586.55		0.00	2,586.55	
			0095271-IN	Parts, Vehicles & Motor Equip	351.93		0.00	351.93	
100262818	11/5/14	NAPA AUTO PARTS	129413	Parts, Vehicles & Motor Equip	51.26		0.00	51.26	\$2,643.67
			129766	Parts, Vehicles & Motor Equip	32.20		0.00	32.20	
			129816	Parts, Vehicles & Motor Equip	54.74		0.00	54.74	
			130249	Parts, Vehicles & Motor Equip	57.20		0.00	57.20	
			130590	Parts, Vehicles & Motor Equip	70.93		0.00	70.93	
			130601	Parts, Vehicles & Motor Equip	36.04		0.00	36.04	
			130620	Parts, Vehicles & Motor Equip	2.59		0.00	2.59	
			130626	Parts, Vehicles & Motor Equip	11.75		0.00	11.75	
			131486	Parts, Vehicles & Motor Equip	17.03		0.00	17.03	
			131741	Parts, Vehicles & Motor Equip	9.65		0.00	9.65	
			131994	Parts, Vehicles & Motor Equip	5.10		0.00	5.10	
			132133	Parts, Vehicles & Motor Equip	143.90		0.00	143.90	
			132270	Parts, Vehicles & Motor Equip	17.05		0.00	17.05	
			132692	Parts, Vehicles & Motor Equip	116.82		0.00	116.82	
			132978	Parts, Vehicles & Motor Equip	63.03		0.00	63.03	
			133691	Parts, Vehicles & Motor Equip	95.91		0.00	95.91	
			136188	Parts, Vehicles & Motor Equip	115.19		0.00	115.19	
			137111	Parts, Vehicles & Motor Equip	193.76		0.00	193.76	
			137212	Parts, Vehicles & Motor Equip	702.43		0.00	702.43	
			137302	Parts, Vehicles & Motor Equip	40.90		0.00	40.90	
			137316	Parts, Vehicles & Motor Equip	115.68		0.00	115.68	
			137318	Parts, Vehicles & Motor Equip	46.56		0.00	46.56	
			137785	Parts, Vehicles & Motor Equip	76.80		0.00	76.80	
			137803	Parts, Vehicles & Motor Equip	8.89		0.00	8.89	
			137931	Parts, Vehicles & Motor Equip	32.18		0.00	32.18	
			137977	Parts, Vehicles & Motor Equip	96.00		0.00	96.00	
			138271	Parts, Vehicles & Motor Equip	44.97		0.00	44.97	
			138369	Parts, Vehicles & Motor Equip	26.32		0.00	26.32	
			138436	Parts, Vehicles & Motor Equip	33.47		0.00	33.47	
			138722	Parts, Vehicles & Motor Equip	7.66		0.00	7.66	
			138799	Parts, Vehicles & Motor Equip	28.03		0.00	28.03	
			139134	Parts, Vehicles & Motor Equip	135.55		0.00	135.55	
			139546	Parts, Vehicles & Motor Equip	37.04		0.00	37.04	
			139640	Parts, Vehicles & Motor Equip	117.04		0.00	117.04	
100262821	11/5/14	OMEGA PACIFIC ELECTRICAL SUPPLY INC	03-26966	General Supplies	3,410.40		0.00	3,410.40	\$3,410.40
100262822	11/5/14	OTIS ELEVATOR COMPANY	SJ26757001	Facilities Maint & Repair - Labor	403.07		0.00	403.07	\$7,378.33
			SJ26923001	Facilities Maint & Repair - Labor	5,606.15		0.00	5,606.15	
			SJ29757001	Facilities Maint & Repair - Labor	0.00		0.00	0.00	
			SJ66427B14	Facilities Maint & Repair - Labor	1,369.11		0.00	1,369.11	
100262823	11/5/14	OVERDRIVE INC	MR-0011287	Library Periodicals/Databases	270.51		0.00	270.51	\$270.51
100262824	11/5/14	PDM STEEL SERVICE CENTERS INC	663031-01	Parts, Vehicles & Motor Equip	246.01		0.00	246.01	\$414.86

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			665712-01	Parts, Vehicles & Motor Equip	168.85		0.00	168.85	
100262825	11/5/14	PG&E	NOTF#107922113	Utilities - Electric	6,123.21		0.00	6,123.21	\$6,123.21
100262826	11/5/14	PACIFIC JANITORIAL SUPPLY CO	30025805	Inventory Purchase	176.72		0.00	176.72	\$517.51
			30026035	Inventory Purchase	110.06		0.00	110.06	
			30026188	Inventory Purchase	153.82		0.00	153.82	
			30026255	Inventory Purchase	76.91		0.00	76.91	
100262827	11/5/14	PACIFIC WEST SECURITY INC	0973460	Facilities Maint & Repair - Labor	116.00		0.00	116.00	\$692.00
			0973461	Facilities Maint & Repair - Labor	199.00		0.00	199.00	
			0973462	Facilities Maint & Repair - Labor	121.00		0.00	121.00	
			0973463	Facilities Maint & Repair - Labor	167.00		0.00	167.00	
			0973464	Facilities Maint & Repair - Labor	89.00		0.00	89.00	
100262828	11/5/14	PANKEYS RADIATOR SHOP INC	222783	Parts, Vehicles & Motor Equip	1,193.20		0.00	1,193.20	\$1,193.20
100262829	11/5/14	PAPE MACHINERY	9156616	Parts, Vehicles & Motor Equip	268.69		0.00	268.69	\$368.19
			9159220	Parts, Vehicles & Motor Equip	99.50		0.00	99.50	
100262830	11/5/14	PETERSON TRUCKS	136617P	Parts, Vehicles & Motor Equip	31.98		0.00	31.98	\$205.15
			137218P	Parts, Vehicles & Motor Equip	258.00		0.00	258.00	
			CM410209P	Parts, Vehicles & Motor Equip	-84.83		0.00	-84.83	
100262831	11/5/14	PRIORITY 1 PUBLIC SAFETY EQUIPMENT	4775	Vehicles & Motorized Equip	487.95		0.00	487.95	\$487.95
100262832	11/5/14	PROACTIVE SPORTS INC	711364-00	Inventory Purchase	36.50		0.00	36.50	\$36.50
100262833	11/5/14	PROXY NETWORKS INC	IN1410079	Software Licensing & Support	3,228.50		0.00	3,228.50	\$3,228.50
100262834	11/5/14	RANKIN STOCK HEABERLIN	32175	Legal Services	2,024.23		0.00	2,024.23	\$2,851.73
			32176	Legal Services	827.50		0.00	827.50	
100262835	11/5/14	RASH CURTIS & ASSOC	662700000193	Financial Services	176.40		0.00	176.40	\$176.40
100262836	11/5/14	REED & GRAHAM INC	820751	Materials - Land Improve	261.72		0.00	261.72	\$11,742.71
			820872	Materials - Land Improve	2,847.45		0.00	2,847.45	
			821004	Materials - Land Improve	2,643.80		0.00	2,643.80	
			821163	Materials - Land Improve	3,185.31		0.00	3,185.31	
			821285	Materials - Land Improve	2,204.29		0.00	2,204.29	
			821388	Materials - Land Improve	600.14		0.00	600.14	
100262837	11/5/14	ROYAL BRASS INC	736823-001	Parts, Vehicles & Motor Equip	473.55		0.00	473.55	\$2,090.95
			737677-001	Parts, Vehicles & Motor Equip	97.02		0.00	97.02	
			737678-001	Parts, Vehicles & Motor Equip	150.20		0.00	150.20	
			738016-001	Parts, Vehicles & Motor Equip	291.97		0.00	291.97	
			740898-001	Parts, Vehicles & Motor Equip	136.27		0.00	136.27	
			741043-001	Parts, Vehicles & Motor Equip	344.52		0.00	344.52	
			741324-001	Parts, Vehicles & Motor Equip	61.13		0.00	61.13	
			741879-001	Parts, Vehicles & Motor Equip	220.05		0.00	220.05	
			741879-002	Parts, Vehicles & Motor Equip	25.00		0.00	25.00	
			741910-001	Parts, Vehicles & Motor Equip	291.24		0.00	291.24	
100262838	11/5/14	SCS FIELD SERVICES INC	0241277	Services Maintain Land Improv	1,325.00		0.00	1,325.00	\$1,325.00
100262839	11/5/14	SAFEWAY INC	803817-102814	Food Products	2.99		0.00	2.99	\$31.93
			804128-102914	Food Products	28.94		0.00	28.94	
100262840	11/5/14	SANDERSON SAFETY SUPPLY CO	8083367-04	Inventory Purchase	23.11		0.21	22.90	\$1,816.94
			8083360-01	Inventory Purchase	1,810.69		16.65	1,794.04	
100262841	11/5/14	SANTA CLARA COUNTY TAX COLLECTOR	2647408-14/15	Taxes & Licenses - Misc	1,381.20		0.00	1,381.20	\$1,896.54
			2647409-14/15	Taxes & Licenses - Misc	413.78		0.00	413.78	
			2647410-14/15	Taxes & Licenses - Misc	101.56		0.00	101.56	
100262842	11/5/14	SANTA CLARA VALLEY WATER DISTRICT	GM012224	Taxes & Licenses - Misc	167,634.27		0.00	167,634.27	\$167,634.27

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100262843	11/5/14	SANTA CLARA VALLEY WATER DISTRICT	GN012730	Construction Services	63,520.25		0.00	63,520.25	\$63,520.25
100262844	11/5/14	SIERRA PACIFIC TURF SUPPLY INC	0438407-IN	General Supplies	156.60		0.00	156.60	\$156.60
100262845	11/5/14	SILICON VALLEY AUTOBODY INC	187231	Auto Maint & Repair - Labor	1,884.00		0.00	1,884.00	\$2,743.95
			187231	Auto Maint & Repair - Materials	859.95		0.00	859.95	
100262846	11/5/14	SILICON VALLEY LEADERSHIP	1677	Contracts/Service Agreements	5,290.00		0.00	5,290.00	\$5,290.00
100262847	11/5/14	SPORTS TURF MANAGEMENT	34242	Professional Services	400.00		0.00	400.00	\$400.00
100262848	11/5/14	STANLEY ACCESS INC	903627758	Facilities Maint & Repair - Labor	1,764.00		0.00	1,764.00	\$1,764.00
100262849	11/5/14	STATCOMM INC	97575	Facilities Maint & Repair - Labor	375.00		0.00	375.00	\$650.00
			97639	Facilities Maint & Repair - Labor	275.00		0.00	275.00	
100262850	11/5/14	STEVE MASON CONCRETE CONSTRUCTION	2961	Services Maintain Land Improv	8,500.00		0.00	8,500.00	\$8,500.00
100262851	11/5/14	STEVENS CREEK CHRYSLER JEEP DODGE	312723	Parts, Vehicles & Motor Equip	191.66		0.00	191.66	\$191.66
100262852	11/5/14	STUDIO EM GRAPHIC DESIGN	15417	Graphics Services	135.94		0.00	135.94	\$462.19
			15418	Graphics Services	326.25		0.00	326.25	
100262853	11/5/14	SUN MOUNTAIN	192920	Inventory Purchase	2.77		0.00	2.77	\$1,212.88
			205313	Inventory Purchase	1,127.48		56.37	1,071.11	
			206131	Inventory Purchase	139.00		0.00	139.00	
100262854	11/5/14	SUNNYVALE CHAMBER OF COMMERCE	21252	Membership Fees	206.00		0.00	206.00	\$206.00
100262855	11/5/14	SUNNYVALE FORD	421706	Parts, Vehicles & Motor Equip	40.53		0.00	40.53	\$1,964.65
			423016	Parts, Vehicles & Motor Equip	287.06		0.00	287.06	
			423608	Parts, Vehicles & Motor Equip	75.73		0.00	75.73	
			423682	Parts, Vehicles & Motor Equip	17.40		0.00	17.40	
			424029	Parts, Vehicles & Motor Equip	15.74		0.00	15.74	
			424043	Parts, Vehicles & Motor Equip	82.39		0.00	82.39	
			424324	Parts, Vehicles & Motor Equip	384.39		0.00	384.39	
			424546	Parts, Vehicles & Motor Equip	28.41		0.00	28.41	
			424554	Parts, Vehicles & Motor Equip	73.73		0.00	73.73	
			424745	Parts, Vehicles & Motor Equip	66.69		0.00	66.69	
			424982	Parts, Vehicles & Motor Equip	350.65		0.00	350.65	
			425016	Parts, Vehicles & Motor Equip	51.48		0.00	51.48	
			425100	Parts, Vehicles & Motor Equip	33.53		0.00	33.53	
			425184	Parts, Vehicles & Motor Equip	242.96		0.00	242.96	
			426508	Parts, Vehicles & Motor Equip	50.00		0.00	50.00	
			426660	Parts, Vehicles & Motor Equip	24.39		0.00	24.39	
			426927	Parts, Vehicles & Motor Equip	28.41		0.00	28.41	
			427027	Parts, Vehicles & Motor Equip	60.54		0.00	60.54	
			427059	Parts, Vehicles & Motor Equip	5.39		0.00	5.39	
			427107	Parts, Vehicles & Motor Equip	45.23		0.00	45.23	
100262857	11/5/14	SUNNYVALE TOWING INC	282893	Vehicle Towing Services	200.00		0.00	200.00	\$660.00
			283025	Vehicle Towing Services	40.00		0.00	40.00	
			283250	Vehicle Towing Services	40.00		0.00	40.00	
			284202	Fuel, Oil & Lubricants	40.00		0.00	40.00	
			286362	Vehicle Towing Services	300.00		0.00	300.00	
			288432	Fuel, Oil & Lubricants	40.00		0.00	40.00	
100262858	11/5/14	SUNNYVALE WINDUSTRIAL CO INC	632918 00	Miscellaneous Equipment Parts & Supplies	74.03		0.00	74.03	\$798.88
			632919 00	Miscellaneous Equipment Parts & Supplies	595.24		0.00	595.24	
			633038 00	Miscellaneous Equipment Parts & Supplies	129.61		0.00	129.61	
100262859	11/5/14	TMT ENTERPRISES INC	74644	Materials - Land Improve	3,797.04		0.00	3,797.04	\$3,797.04
100262860	11/5/14	THOMAS PLUMBING INC	89791	Facilities Equipment	8,807.14		0.00	8,807.14	\$8,807.14

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100262861	11/5/14	TIMESBOOK INC	20140915001	Library Acquisitions, Books	447.59		0.00	447.59	\$447.59
100262862	11/5/14	TITLEIST	0197078	Inventory Purchase	332.87		6.00	326.87	\$326.87
100262863	11/5/14	TRI DIM FILTER CORP	1547073-1	Bldg Maint Matls & Supplies	375.91		0.00	375.91	\$375.91
100262864	11/5/14	TURF & INDUSTRIAL EQUIPMENT CO	IV07945	Parts, Vehicles & Motor Equip	65.25		0.00	65.25	\$902.39
			IV08065	Parts, Vehicles & Motor Equip	37.59		0.00	37.59	
			IV08123	Parts, Vehicles & Motor Equip	146.27		0.00	146.27	
			IV08646	Parts, Vehicles & Motor Equip	578.22		0.00	578.22	
			IV08802	Facilities Maint & Repair - Materials	75.06		0.00	75.06	
100262865	11/5/14	TURF STAR INC	6863925-00	Parts, Vehicles & Motor Equip	56.84		0.00	56.84	\$56.84
100262866	11/5/14	UNITED SITE SERVICES INC	114-2398755	Equipment Rental/Lease	154.38		0.00	154.38	\$154.38
100262867	11/5/14	UNITED STATES POSTAL SERVICE	P#584-103114	Postage	303.35		0.00	303.35	\$303.35
100262868	11/5/14	UNIVERSAL SITE SERVICES INC	INV140017705	Services Maintain Land Improv	695.00		0.00	695.00	\$3,773.00
			INV140017706	Services Maintain Land Improv	2,000.00		0.00	2,000.00	
			INV140017707	Services Maintain Land Improv	565.00		0.00	565.00	
			INV140017708	Services Maintain Land Improv	513.00		0.00	513.00	
100262869	11/5/14	VWR INTERNATIONAL LLC	8059233689	General Supplies	63.75		0.00	63.75	\$1,100.32
			8059346315	General Supplies	38.77		0.00	38.77	
			8059362008	General Supplies	997.80		0.00	997.80	
100262870	11/5/14	VERMEER PACIFIC	P49892	Parts, Vehicles & Motor Equip	821.75		0.00	821.75	\$1,182.39
			P49991	Parts, Vehicles & Motor Equip	124.12		0.00	124.12	
			P50008	Parts, Vehicles & Motor Equip	194.74		0.00	194.74	
			P50061	Parts, Vehicles & Motor Equip	41.78		0.00	41.78	
100262871	11/5/14	WECK LABORATORIES INC	W4J0922-COSV	Water Lab Services	441.57		0.00	441.57	\$441.57
100262872	11/5/14	WESTERN STATES OIL	270621	Fuel, Oil & Lubricants	635.70		0.00	635.70	\$2,614.16
			271063	Fuel, Oil & Lubricants	207.65		0.00	207.65	
			271571	Fuel, Oil & Lubricants	1,770.81		0.00	1,770.81	
100262873	11/5/14	ITEAM RESOURCES INC	122103	Software Licensing & Support	1,000.00		0.00	1,000.00	\$1,000.00
100262874	11/5/14	WAITER.COM INC	E1029766304	Food Products	85.62		0.00	85.62	\$85.62
100262875	11/5/14	PUBLIC SAFETY TRAINING INSTITUTE	110414-110614	Training and Conferences	1,050.00		0.00	1,050.00	\$1,050.00
100262876	11/5/14	SANTA CLARA COUNTY FIRE DEPT	BAUER-FEB2015	Training and Conferences	295.00		0.00	295.00	\$295.00
100262877	11/5/14	SANTA CLARA COUNTY FIRE DEPT	BAUER-JAN2015	Training and Conferences	295.00		0.00	295.00	\$295.00
100262878	11/5/14	ALESO LLC	PROJ2014-7894	Major Permit Application Fees - Other	2,934.00		0.00	2,934.00	\$3,091.00
			PROJ2014-7894	Miscellaneous Reimbursement	157.00		0.00	157.00	
100262879	11/5/14	DAWUTI ABUDUWAILI	CR14-7594	Vehicle Release Fee	240.00		0.00	240.00	\$240.00
100262880	11/5/14	GORDON LOCKHART	PROJ2014-7862	Major Permit Application Fees - Other	368.10		0.00	368.10	\$368.10
100262881	11/5/14	MENG MENG	254734	Refund Recreation Fees	19.00		0.00	19.00	\$19.00
100262882	11/5/14	TILIA STEWART	156507-14922	Refund Utility Account Credit	53.89		0.00	53.89	\$53.89
100262883	11/5/14	WEST CATHOLIC ATHLETIC LEAGUE	254291	Refund Recreation Fees	500.00		0.00	500.00	\$500.00
100262884	11/7/14	AIRGAS USA LLC	9032412426	Hand Tools	541.07		0.00	541.07	\$541.07
100262885	11/7/14	ALPHA EXPLOSIVES	60610	General Supplies	1,677.60		0.00	1,677.60	\$1,677.60
100262886	11/7/14	ALPINE AWARDS INC	286860	Customized Products	507.11		0.00	507.11	\$646.27
			286884	Customized Products	139.16		0.00	139.16	
100262887	11/7/14	AREA TRUCK DRIVING SCHOOL	6852	DED Services/Training - Training	5,350.50		0.00	5,350.50	\$10,635.00
			6854	DED Services/Training - Training	5,284.50		0.00	5,284.50	
100262888	11/7/14	ARROWHEAD MOUNTAIN SPRING WATER	14J0023956113	Food Products	17.13		0.00	17.13	\$182.65
			14J5727863002	Miscellaneous Services	44.01		0.00	44.01	
			14J5727863010	General Supplies	62.63		0.00	62.63	
			14J5740142004	General Supplies	58.88		0.00	58.88	

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100262889	11/7/14	B & A FRICTION MATERIALS INC	532821	Inventory Purchase	8.57		0.17	8.40	\$8.40
100262890	11/7/14	BAUER COMPRESSORS INC	0000189282	Safety Equipment Maintenance & Repair	1,461.26		0.00	1,461.26	\$1,461.26
100262891	11/7/14	BAY AREA POLYGRAPH	563	Investigation Expense	4,125.00		0.00	4,125.00	\$4,125.00
100262892	11/7/14	BAY PRO LANDSCAPE SERVICES INC	10536	Services Maintain Land Improv	650.00		0.00	650.00	\$650.00
100262893	11/7/14	BIGGS CARDOSA ASSOC INC	65767	Consultants	22,562.68		0.00	22,562.68	\$22,562.68
100262894	11/7/14	CALCON SYSTEMS INC	34528	Salaries - Contract Personnel	1,618.00		0.00	1,618.00	\$1,618.00
100262895	11/7/14	CALTEST ANALYTICAL LABORATORY	532656	Water Lab Services	210.00		0.00	210.00	\$210.00
100262896	11/7/14	CENTURY GRAPHICS	40381	Clothing, Uniforms & Access	426.60		0.00	426.60	\$426.60
100262897	11/7/14	CLEANSOURCE INC	1549169-00	Inventory Purchase	176.18		0.00	176.18	\$218.59
			1552252-00	Inventory Purchase	42.41		0.00	42.41	
100262898	11/7/14	CORRPRO WATERWORKS	275496	Electrical Parts & Supplies	4,275.00		0.00	4,275.00	\$4,275.00
100262899	11/7/14	CUMMINS PACIFIC LLC	021-13804	Auto Maint & Repair - Labor	6,908.00		0.00	6,908.00	\$15,638.67
			021-13804	Auto Maint & Repair - Materials	8,730.67		0.00	8,730.67	
100262900	11/7/14	DANCE FORCE LLC	1071	Rec Instructors/Officials	3,022.80		0.00	3,022.80	\$3,022.80
100262901	11/7/14	DAPPER TIRE CO INC	41151127	Inventory Purchase	458.70		0.00	458.70	\$458.70
100262902	11/7/14	DAVES MOBILE CRANE SERVICE	3972	Construction Services	1,625.00		0.00	1,625.00	\$1,625.00
100262903	11/7/14	DEBRA CHROMCZAK	18	Professional Services	315.00		0.00	315.00	\$315.00
100262904	11/7/14	EP 21	055821-IN	General Supplies	199.73		0.00	199.73	\$199.73
100262905	11/7/14	EMPIRE SAFETY & SUPPLY	0066299-IN	Inventory Purchase	315.81		0.00	315.81	\$581.33
			0066301-IN	Inventory Purchase	265.52		0.00	265.52	
100262906	11/7/14	FIRST PLACE INC	81576	General Supplies	515.48		0.00	515.48	\$566.74
			81643	General Supplies	51.26		0.00	51.26	
100262907	11/7/14	FISHER SCIENTIFIC CO LLC	0507251	General Supplies	160.12		0.00	160.12	\$867.71
			0627373	General Supplies	707.59		0.00	707.59	
100262908	11/7/14	FOSTER BROS SECURITY SYSTEMS INC	263540	Bldg Maint Matls & Supplies	20.81		0.00	20.81	\$150.17
			263606	Bldg Maint Matls & Supplies	129.36		0.00	129.36	
100262909	11/7/14	FRICKE PARKS PRESS INC	142590	Printing & Related Services	6,344.29		0.00	6,344.29	\$4,422.86
			142638	Printing & Related Services	-6,344.29		0.00	-6,344.29	
			142643	Printing & Related Services	4,422.86		0.00	4,422.86	
100262910	11/7/14	GRAINGER	9580671064	Inventory Purchase	186.55		0.00	186.55	\$186.55
100262911	11/7/14	GRANITEROCK CO	858075	Materials - Land Improve	1,537.45		0.00	1,537.45	\$1,537.45
100262912	11/7/14	H T HARVEY & ASSOC	37703	Consultants	19,104.47		0.00	19,104.47	\$19,104.47
100262913	11/7/14	HACH CO INC	9089052	General Supplies	257.58		0.00	257.58	\$257.58
100262914	11/7/14	HYBRID COMMERCIAL PRINTING INC	24971	Printing & Related Services	759.08		0.00	759.08	\$759.08
100262915	11/7/14	IDEXX DISTRIBUTION GROUP	282324168	General Supplies	728.78		0.00	728.78	\$728.78
100262916	11/7/14	IMPERIAL SPRINKLER SUPPLY	2101227-00	Materials - Land Improve	326.25		0.00	326.25	\$550.97
			2115000-00	Materials - Land Improve	224.72		0.00	224.72	
100262917	11/7/14	INDEPENDENT ELECTRIC SUPPLY INC	S102073469.001	Electrical Parts & Supplies	12.51		0.00	12.51	\$12.51
100262918	11/7/14	INFOSEND INC	84487	Mailing & Delivery Services	1,165.18		0.00	1,165.18	\$1,224.91
			84487	Print Shop Charges	59.73		0.00	59.73	
100262919	11/7/14	INFRASTRUCTURE ENGINEERING CORP	7790	Engineering Services	4,023.00		0.00	4,023.00	\$4,023.00
100262920	11/7/14	INTREPID ELECTRONIC SYSTEMS INC	30255	Facilities Maint & Repair - Labor	1,350.00		0.00	1,350.00	\$1,350.00
100262921	11/7/14	JOHN DEERE LANDSCAPES INC	69175405	Materials - Land Improve	85.64		0.00	85.64	\$85.64
			70033986	Inventory Purchase	1,892.25		0.00	1,892.25	
			70034043	Inventory Purchase	-1,892.25		0.00	-1,892.25	
100262922	11/7/14	KELLY MOORE PAINT CO INC	820-244759	Hand Tools	16.50		0.00	16.50	\$84.27
			820-244762	Bldg Maint Matls & Supplies	67.77		0.00	67.77	
			820-244762	Hand Tools	0.00		0.00	0.00	

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100262923	11/7/14	KELLY PAPER CO	6863147	General Supplies	401.18		0.00	401.18	\$1,531.23
			6872040	General Supplies	345.83		0.00	345.83	
			6889093	General Supplies	784.22		0.00	784.22	
100262924	11/7/14	KENNEDY JENKS CONSULTANTS	86460	Engineering Services	6,316.09		0.00	6,316.09	\$6,316.09
100262925	11/7/14	KOHLWEISS AUTO PARTS INC	01NU8154	Parts, Vehicles & Motor Equip	-8.12		0.00	-8.12	\$857.96
			01NX0992	Parts, Vehicles & Motor Equip	10.60		0.00	10.60	
			01NX1302	Parts, Vehicles & Motor Equip	11.08		0.00	11.08	
			01NX2412	Parts, Vehicles & Motor Equip	13.04		0.00	13.04	
			01NX3152	Parts, Vehicles & Motor Equip	47.80		0.00	47.80	
			01NX3158	Parts, Vehicles & Motor Equip	11.67		0.00	11.67	
			01NX3635	Parts, Vehicles & Motor Equip	7.39		0.00	7.39	
			01NX5362	Parts, Vehicles & Motor Equip	41.30		0.00	41.30	
			01NY2679	Inventory Purchase	795.23		14.76	780.47	
			01NY2932	Inventory Purchase	-57.27		0.00	-57.27	
100262926	11/7/14	LEHR AUTO ELECTRIC	01 103888	Parts, Vehicles & Motor Equip	1,090.68		0.00	1,090.68	\$1,090.68
100262927	11/7/14	LOZANO SUNNYVALE CAR WASH	SEPT2014	Auto Maint & Repair - Labor	1,140.00		0.00	1,140.00	\$1,140.00
100262928	11/7/14	MSI FUEL MANAGEMENT INC	3561	Auto Maint & Repair - Labor	570.00		0.00	570.00	\$570.00
100262929	11/7/14	MALLORY SAFETY & SUPPLY LLC	3886328	Inventory Purchase	261.00		0.00	261.00	\$261.00
100262930	11/7/14	MCMASTER CARR SUPPLY CO	15956118	Miscellaneous Equipment Parts & Supplies	409.48		0.00	409.48	\$409.48
100262931	11/7/14	MECHANICAL INSULATION SERVICES INC	1415041	Misc Equip Maint & Repair - Labor	1,727.00		0.00	1,727.00	\$1,727.00
100262932	11/7/14	MELROSE METAL PRODUCTS INC	13180	Miscellaneous Equipment Parts & Supplies	750.38		0.00	750.38	\$750.38
100262933	11/7/14	MIDWEST TAPE	92239102	Library Acquis, Audio/Visual	423.77		0.00	423.77	\$4,350.53
			92258435	Library Acquis, Audio/Visual	2,120.96		0.00	2,120.96	
			92280266	Library Acquis, Audio/Visual	1,805.80		0.00	1,805.80	
100262934	11/7/14	MISSION LINEN SERVICE	470213527	Laundry & Cleaning Services	44.22		0.00	44.22	\$805.86
			470213823	Laundry & Cleaning Services	20.29		0.00	20.29	
			470213829	Laundry & Cleaning Services	34.77		0.00	34.77	
			470214361	Laundry & Cleaning Services	53.39		0.00	53.39	
			470214676	Laundry & Cleaning Services	39.82		0.00	39.82	
			470215007	Laundry & Cleaning Services	33.10		0.00	33.10	
			470215309	Laundry & Cleaning Services	20.29		0.00	20.29	
			470215314	Laundry & Cleaning Services	20.29		0.00	20.29	
			470215859	Laundry & Cleaning Services	53.39		0.00	53.39	
			470216173-2014	Laundry & Cleaning Services	34.77		0.00	34.77	
			470216527	Laundry & Cleaning Services	50.94		0.00	50.94	
			470216828	Laundry & Cleaning Services	20.29		0.00	20.29	
			470216833	Laundry & Cleaning Services	23.65		0.00	23.65	
			470217381	Laundry & Cleaning Services	53.39		0.00	53.39	
			470217690-2014	Laundry & Cleaning Services	34.77		0.00	34.77	
			470218035	Laundry & Cleaning Services	39.82		0.00	39.82	
			470218346	Laundry & Cleaning Services	23.65		0.00	23.65	
			470218351	Laundry & Cleaning Services	16.93		0.00	16.93	
			470218895	Laundry & Cleaning Services	53.39		0.00	53.39	
			470219209	Laundry & Cleaning Services	39.82		0.00	39.82	
			470219564	Laundry & Cleaning Services	43.18		0.00	43.18	
			470219867	Laundry & Cleaning Services	20.29		0.00	20.29	
			470219872	Laundry & Cleaning Services	31.41		0.00	31.41	
100262936	11/7/14	MUNICIPAL MAINTENANCE EQUIPMENT INC0094638-IN		Parts, Vehicles & Motor Equip	68.30		0.00	68.30	\$738.54

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			0094780-IN	Parts, Vehicles & Motor Equip	670.24		0.00	670.24	
100262937	11/7/14	MYERS TIRE SUPPLY CO	41710543	Parts, Vehicles & Motor Equip	72.61		0.00	72.61	\$72.61
100262938	11/7/14	NAPA AUTO PARTS	128853	Parts, Vehicles & Motor Equip	-16.31		0.00	-16.31	\$1,198.40
			130823	Parts, Vehicles & Motor Equip	-122.34		0.00	-122.34	
			134599	Parts, Vehicles & Motor Equip	268.36		0.00	268.36	
			134600	Parts, Vehicles & Motor Equip	58.86		0.00	58.86	
			134607	Parts, Vehicles & Motor Equip	20.28		0.00	20.28	
			134621	Parts, Vehicles & Motor Equip	87.10		0.00	87.10	
			134920	Parts, Vehicles & Motor Equip	40.64		0.00	40.64	
			135056	Parts, Vehicles & Motor Equip	141.02		0.00	141.02	
			135332	Parts, Vehicles & Motor Equip	43.69		0.00	43.69	
			135982	Parts, Vehicles & Motor Equip	117.59		0.00	117.59	
			136106	Parts, Vehicles & Motor Equip	14.33		0.00	14.33	
			136193	Parts, Vehicles & Motor Equip	-16.31		0.00	-16.31	
			136247	Parts, Vehicles & Motor Equip	128.65		0.00	128.65	
			136461	Parts, Vehicles & Motor Equip	171.80		0.00	171.80	
			136478	Parts, Vehicles & Motor Equip	83.49		0.00	83.49	
			136562	Parts, Vehicles & Motor Equip	10.70		0.00	10.70	
			136758	Parts, Vehicles & Motor Equip	7.13		0.00	7.13	
			137309	Parts, Vehicles & Motor Equip	97.56		0.00	97.56	
			137555	Parts, Vehicles & Motor Equip	63.63		0.00	63.63	
			137890	Parts, Vehicles & Motor Equip	-8.16		0.00	-8.16	
			138435	Parts, Vehicles & Motor Equip	6.69		0.00	6.69	
100262941	11/7/14	NORTH STATE ENVIRONMENTAL	045999	HazMat Disposal - Hazardous Waste Disposal	3,050.19		0.00	3,050.19	\$3,050.19
100262942	11/7/14	OVERDRIVE INC	0910-184348993	Library Periodicals/Databases	638.95		0.00	638.95	\$638.95
100262943	11/7/14	PACIFIC ECO-RISK	10299	Water Lab Services	2,964.85		0.00	2,964.85	\$5,816.42
			10302	Water Lab Services	2,851.57		0.00	2,851.57	
100262944	11/7/14	PAN ASIAN PUBLICATIONS INC	U-14234	Library Acquisitions, Books	779.06		0.00	779.06	\$779.06
100262945	11/7/14	PAPE MACHINERY	9177613	Parts, Vehicles & Motor Equip	516.49		0.00	516.49	\$516.49
100262946	11/7/14	PEARSON BUICK GMC	113168	Auto Maint & Repair - Labor	1,835.00		0.00	1,835.00	\$4,781.74
			113168	Auto Maint & Repair - Materials	2,946.74		0.00	2,946.74	
100262947	11/7/14	PERKINELMER HEALTH SCIENCES	5303279090	Miscellaneous Services	687.81		0.00	687.81	\$687.81
100262948	11/7/14	PETERSON POWER SYSTEMS INC	PC240027361	Miscellaneous Equipment Parts & Supplies	547.47		0.00	547.47	\$566.97
			PC240027362	Mailing & Delivery Services	19.50		0.00	19.50	
100262949	11/7/14	PETERSON TRUCKS	415043P	Parts, Vehicles & Motor Equip	34.60		0.00	34.60	\$34.60
100262950	11/7/14	PETRO DIAMOND INC	14-22294	Inventory Purchase	22,826.26		0.00	22,826.26	\$22,826.26
100262951	11/7/14	PINE CONE LUMBER CO INC	563934	Bldg Maint Matls & Supplies	36.13		0.00	36.13	\$36.13
100262952	11/7/14	PITNEY BOWES INC	354658	General Supplies	154.36		0.00	154.36	\$154.36
100262953	11/7/14	PLANET FUTSAL	2-2014-FK	Rec Instructors/Officials	1,449.00		0.00	1,449.00	\$1,449.00
100262954	11/7/14	POLYDYNE INC	919615	Chemicals	47,488.00		0.00	47,488.00	\$47,488.00
100262955	11/7/14	PORTNOV COMPUTER SCHOOL	10-03-14	DED Services/Training - Training	5,400.00		0.00	5,400.00	\$5,400.00
100262956	11/7/14	PRAXAIR DISTRIBUTION INC	50854998	Miscellaneous Equipment Parts & Supplies	1,283.16		0.00	1,283.16	\$1,312.26
			50854999	Miscellaneous Equipment Parts & Supplies	29.10		0.00	29.10	
100262957	11/7/14	PRIORITY 1 PUBLIC SAFETY EQUIPMENT	4726	Vehicles & Motorized Equip	4,860.97		0.00	4,860.97	\$4,860.97
100262958	11/7/14	R & B CO	S1443754.001	Construction Services	721.72		0.00	721.72	\$721.72
100262959	11/7/14	RAYVERN LIGHTING SUPPLY CO INC	29875-0	Inventory Purchase	208.02		0.00	208.02	\$208.02
100262960	11/7/14	REDWOOD COAST PETROLEUM	437726	Facilities Maint & Repair - Labor	600.00		0.00	600.00	\$600.00

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100262961	11/7/14	ROYAL BRASS INC	738346-001	Parts, Vehicles & Motor Equip	92.01		0.00	92.01	\$1,060.99
			739179-001	Parts, Vehicles & Motor Equip	353.22		0.00	353.22	
			739194-001	Parts, Vehicles & Motor Equip	97.85		0.00	97.85	
			739753-001	Parts, Vehicles & Motor Equip	203.51		0.00	203.51	
			739930-001	Parts, Vehicles & Motor Equip	92.97		0.00	92.97	
			740447-001	Parts, Vehicles & Motor Equip	221.43		0.00	221.43	
100262962	11/7/14	SFO REPROGRAPHICS	17639	Printing & Related Services	88.31		0.00	88.31	\$131.81
			17864	Printing & Related Services	43.50		0.00	43.50	
100262963	11/7/14	SFPUC WATER DEPT	P3215-091914	Taxes & Licenses - Misc	1,903.96		0.00	1,903.96	\$1,982.67
			P3216-091914	Taxes & Licenses - Misc	78.71		0.00	78.71	
100262964	11/7/14	SSA LANDSCAPE ARCHITECTS INC	4902	Engineering Services	885.50		0.00	885.50	\$885.50
100262965	11/7/14	SAFETY KLEEN SYSTEMS INC	65028395	Miscellaneous Allocations - Public Safety	106.12		0.00	106.12	\$106.12
100262966	11/7/14	SAFEWAY INC	433948-110414	Food Products	7.99		0.00	7.99	\$151.87
			720241-110414	Inventory Purchase	54.71		0.00	54.71	
			724829-102714	Inventory Purchase	84.17		0.00	84.17	
			800352-110414	Food Products	5.00		0.00	5.00	
100262967	11/7/14	SANTA CLARA VALLEY ELECTRIC	2014-3124	Construction Services	935.00		0.00	935.00	\$935.00
100262968	11/7/14	SECURITY CONTRACTOR SERVICES INC	0219072-IN	Facilities Maint & Repair - Materials	244.38		0.00	244.38	\$244.38
100262969	11/7/14	SILICON VALLEY POLYTECHNIC INSTITUTE	1022014-221	DED Services/Training - Training	2,700.00		0.00	2,700.00	\$2,700.00
100262970	11/7/14	SINCLAIR INTL	10567902.00	General Supplies	985.47		0.00	985.47	\$985.47
100262971	11/7/14	STATE WATER RESOURCES CONTROL BOARD	T STOLL-GR D2	Membership Fees	80.00		0.00	80.00	\$80.00
100262972	11/7/14	SUBURBAN PROPANE	15856	Chemicals	1,568.81		0.00	1,568.81	\$9,145.21
			15856	Fuel, Oil & Lubricants	1,744.93		0.00	1,744.93	
			15857	Chemicals	480.92		0.00	480.92	
			15857	Fuel, Oil & Lubricants	534.91		0.00	534.91	
			15858	Chemicals	1,484.87		0.00	1,484.87	
			15858	Fuel, Oil & Lubricants	1,651.58		0.00	1,651.58	
			15859	Chemicals	794.97		0.00	794.97	
			15859	Fuel, Oil & Lubricants	884.22		0.00	884.22	
100262973	11/7/14	SUNNYVALE COMMUNITY PLAYERS	100614-103014	Short Term Agency Fund Assets Payable	264.00		0.00	264.00	\$264.00
100262974	11/7/14	TAI DING	3732755	DED Services/Training - Support Services	555.00		0.00	555.00	\$555.00
100262975	11/7/14	TARGET SPECIALTY PRODUCTS INC	1709667	Materials - Land Improve	3,176.41		0.00	3,176.41	\$8,657.45
			1709668	Materials - Land Improve	4,205.28		0.00	4,205.28	
			1710424	Materials - Land Improve	1,275.76		0.00	1,275.76	
100262976	11/7/14	THE US CONFERENCE OF MAYORS	27034	Membership Fees	825.00		0.00	825.00	\$825.00
100262977	11/7/14	TREVOR SCOTT	103014EXAM	DED Services/Training - Support Services	245.00		0.00	245.00	\$245.00
100262978	11/7/14	TURF & INDUSTRIAL EQUIPMENT CO	IV08452	Parts, Vehicles & Motor Equip	115.58		0.00	115.58	\$115.58
100262979	11/7/14	URS CORP	6048976	Water Lab Services	6,500.00		0.00	6,500.00	\$6,500.00
100262980	11/7/14	US SECURITY ASSOC INC	793103	Professional Services	200.00		0.00	200.00	\$200.00
100262981	11/7/14	UNIQUE MANAGEMENT SERVICES INC	294194	Financial Services	465.40		0.00	465.40	\$465.40
100262982	11/7/14	UNITED RENTALS	118372315-009	Equipment Rental/Lease	2,298.01		0.00	2,298.01	\$2,313.39
			123071916-001	General Supplies	15.38		0.00	15.38	
100262983	11/7/14	UNITED SITE SERVICES INC	114-2411175	Equipment Rental/Lease	327.18		0.00	327.18	\$327.18
100262984	11/7/14	UNIVAR USA INC	SJ651408	Chemicals	2,962.28		0.00	2,962.28	\$2,962.28
100262985	11/7/14	UNIVERSITY OF CALIFORNIA SANTA CRUZ	55949	DED Services/Training - Training	600.00		0.00	600.00	\$42,331.50
			56021	DED Services/Training - Training	540.00		0.00	540.00	
			56068	DED Services/Training - Training	549.00		0.00	549.00	

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			56199	DED Services/Training - Training	600.00		0.00	600.00	
			56224	DED Services/Training - Training	600.00		0.00	600.00	
			56313	DED Services/Training - Training	387.00		0.00	387.00	
			56539	DED Services/Training - Training	5,400.00		0.00	5,400.00	
			56559	DED Services/Training - Training	3,433.50		0.00	3,433.50	
			56561	DED Services/Training - Training	4,842.00		0.00	4,842.00	
			56567	DED Services/Training - Training	3,951.00		0.00	3,951.00	
			56574	DED Services/Training - Training	5,229.00		0.00	5,229.00	
			56576	DED Services/Training - Training	5,400.00		0.00	5,400.00	
			56581	DED Services/Training - Training	5,400.00		0.00	5,400.00	
			56589	DED Services/Training - Training	5,400.00		0.00	5,400.00	
100262987	11/7/14	VWR INTERNATIONAL LLC	8059371775	General Supplies	290.25		0.00	290.25	\$494.70
			8059434186	General Supplies	204.45		0.00	204.45	
100262988	11/7/14	VERIZON SELECT SERVICES INC	BR46410	Hardware Maintenance	200.00		0.00	200.00	\$900.00
			BR46436	Hardware Maintenance	200.00		0.00	200.00	
			BR46533	Hardware Maintenance	300.00		0.00	300.00	
			BR46570	Hardware Maintenance	200.00		0.00	200.00	
100262989	11/7/14	VERIZON WIRELESS	9734046935	Utilities - Mobile Phones - City Mobile Phones	3,363.62		0.00	3,363.62	\$3,363.62
100262990	11/7/14	ZALCO LABORATORIES	1410232	Miscellaneous Services	345.00		0.00	345.00	\$345.00
100262991	11/7/14	WAITER.COM INC	E1028752979	Food Products	111.07		0.00	111.07	\$111.07
100262992	11/7/14	CORIX WATER PRODUCTS (US) INC	1741327257	General Supplies	55.37		0.00	55.37	\$55.37
100262993	11/7/14	GRANITEROCK CO	856137	Materials - Land Improve	624.90		0.00	624.90	\$1,060.09
			857419	Materials - Land Improve	435.19		0.00	435.19	
100262994	11/7/14	INGRAM LIBRARY SERVICES INC	81346999	Library Acquisitions, Books	16.15		0.00	16.15	\$34,973.64
			81347000	Library Acquisitions, Books	416.99		0.00	416.99	
			81347001	Library Acquisitions, Books	4,774.97		0.00	4,774.97	
			81347001	Library Materials Preprocessing	328.99		0.00	328.99	
			81347002	Library Acquisitions, Books	7,091.30		0.00	7,091.30	
			81347002	Library Materials Preprocessing	516.56		0.00	516.56	
			81347003	Library Acquisitions, Books	5,705.50		0.00	5,705.50	
			81347003	Library Materials Preprocessing	386.87		0.00	386.87	
			81347004	Library Acquisitions, Books	242.60		0.00	242.60	
			81347004	Library Materials Preprocessing	19.79		0.00	19.79	
			81347005	Library Acquisitions, Books	4,927.14		0.00	4,927.14	
			81347005	Library Materials Preprocessing	515.09		0.00	515.09	
			81347006	Library Acquisitions, Books	956.75		0.00	956.75	
			81347006	Library Materials Preprocessing	104.78		0.00	104.78	
			81347007	Library Acquisitions, Books	3,290.17		0.00	3,290.17	
			81347007	Library Materials Preprocessing	405.18		0.00	405.18	
			81347008	Library Acquisitions, Books	4,741.40		0.00	4,741.40	
			81347008	Library Materials Preprocessing	533.41		0.00	533.41	
100262996	11/7/14	PACIFIC GAS & ELECTRIC CO	00328522411014	Utilities - Electric	9.72		0.00	9.72	\$14,081.67
			00697062301014	Utilities - Electric	9.72		0.00	9.72	
			03958470701014	Utilities - Electric	4,705.62		0.00	4,705.62	
			24528699501014	Utilities - Electric	9.53		0.00	9.53	
			25900730021014	Utilities - Electric	79.55		0.00	79.55	
			36207655911014	Utilities - Electric	88.26		0.00	88.26	

List of All Claims and Bills Approved for Payment

For Checks Dated 11/02/14 through 11/08/14

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
			43357992721014	Utilities - Electric	11.66	0.00	11.66	
			45039216731014	Utilities - Electric	11.65	0.00	11.65	
			53350770051014	Fuel, Oil & Lubricants	757.21	0.00	757.21	
			63004478111014	Utilities - Electric	61.82	0.00	61.82	
			65170651531014	Utilities - Electric	3,856.58	0.00	3,856.58	
			81703231611014	Utilities - Electric	17.93	0.00	17.93	
			91290311061014	Utilities - Electric	58.79	0.00	58.79	
			94639783771014	Utilities - Electric	30.26	0.00	30.26	
			96226804091014	Utilities - Electric	4,313.86	0.00	4,313.86	
			97322830181014	Utilities - Electric	47.11	0.00	47.11	
			97322834741014	Utilities - Electric	12.40	0.00	12.40	
100262998	11/7/14	BINDU PAZHAYAKANDATHIL	153582	Lib - Lost & Damaged Circulation	9.99	0.00	9.99	\$9.99
100262999	11/7/14	HONG KEOW LING	102417	Lib - Lost & Damaged Circulation	10.00	0.00	10.00	\$10.00
100263000	11/7/14	JESUS RUVALCABA	69593	Lib - Lost & Damaged Circulation	19.95	0.00	19.95	\$19.95
100263001	11/7/14	NIHAR BHATT	158683	Lib - Lost & Damaged Circulation	14.99	0.00	14.99	\$14.99
100263002	11/7/14	S&H PROPERTIES	6175-3726	Refund Utility Account Credit	15.01	0.00	15.01	\$15.01
100263003	11/7/14	WA KRAUSS & CO	62703-2738	Refund Utility Account Credit	60.78	0.00	60.78	\$60.78
100263004	11/7/14	WILLIAM GOODRICH	175707-12562	Refund Utility Account Credit	240.12	0.00	240.12	\$240.12
100263005	11/7/14	WITTMERS ELECTRIC INC	2014-4019	Construction Tax	270.00	0.00	270.00	\$1,068.89
			2014-4019	Permit - Electrical	193.60	0.00	193.60	
			2014-4019	Permit - Fire Prev Construct	530.29	0.00	530.29	
			2014-4019	Plan Maintenance Fees - General Plan	75.00	0.00	75.00	
				Maintenance				
950002336	11/4/14	PUBLIC EMPLOYEES RETIREMENT SYSTEM	950002336	Retirement Benefits - PERS Misc - Empl Portion	-88,203.96	0.00	-88,203.96	\$1,086,093.68
			950002336	Retirement Benefits - PERS Misc - Total	656,292.43	0.00	656,292.43	
			950002336	Retirement Benefits - PERS Safety - Empl Portion	-37,675.56	0.00	-37,675.56	
			950002336	Retirement Benefits - PERS Safety - Total	542,131.22	0.00	542,131.22	
			950002336	Retirement Benefits - PERS EPMC Public Safety	6,257.65	0.00	6,257.65	
			950002336	Retirement Benefits - PERS EPMC - Misc	7,291.90	0.00	7,291.90	
950100471	11/6/14	BAY COUNTIES WASTE SERVICES	SEPT2014	Curbside Revenues - Sunnyvale Portion	-97,362.66	0.00	-97,362.66	\$852,516.69
			SEPT2014	Host Fees - SMaRT Station - Public Haul Fees	-6,048.17	0.00	-6,048.17	
			SEPT2014	MRF Revenues - SMaRT	-64,908.42	0.00	-64,908.42	
			SEPT2014	Kirby Canyon SMaRT Operator	-63,408.35	0.00	-63,408.35	
			SEPT2014	Yardwaste - Mountain View	6,877.05	0.00	6,877.05	
			SEPT2014	Yardwaste - Palo Alto	14,729.88	0.00	14,729.88	
			SEPT2014	Yardwaste - Sunnyvale	15,024.26	0.00	15,024.26	
			SEPT2014	Facilities Equipment	10,300.18	0.00	10,300.18	
			SEPT2014	General Supplies	1,370.95	0.00	1,370.95	
			SEPT2014	HazMat Disposal - Hazardous Waste Disposal	10,024.85	0.00	10,024.85	
			SEPT2014	SMaRT Contractor Payment	1,025,917.12	0.00	1,025,917.12	
Grand Total Payment Amount								\$3,546,127.26
								\$3,546,127.26

List of All Claims and Bills Approved for Payment

For Checks Dated 11/09/14 through 11/15/14

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount	Taken	Amount Paid	Payment Total
100263006	11/12/14	AAA SPEEDY SMOG TEST ONLY STATION	16329	Auto Maint & Repair - Labor	40.00		0.00	40.00	\$40.00
100263007	11/12/14	AT&T	10/17-11/16/14	Utilities - Mobile Phones - City Mobile Phones	196.46		0.00	196.46	\$196.46
100263008	11/12/14	ACE FIRE EQUIPMENT & SERVICE CO INC	1951	Alarm Services	281.42		0.00	281.42	\$442.20
			1952	Alarm Services	0.00		0.00	0.00	
			1952	Supplies, Safety	160.78		0.00	160.78	
100263009	11/12/14	ADVANCED GRAPHIX INC	190620	Parts, Vehicles & Motor Equip	117.80		0.00	117.80	\$117.80
100263010	11/12/14	ALL STAR GLASS	ISJ031498	Auto Maint & Repair - Labor	93.00		0.00	93.00	\$261.82
			ISJ031498	Auto Maint & Repair - Materials	168.82		0.00	168.82	
100263011	11/12/14	ALTEC INDUSTRIES INC	10270924	Parts, Vehicles & Motor Equip	240.93		0.00	240.93	\$602.32
			10270925	Parts, Vehicles & Motor Equip	361.39		0.00	361.39	
100263012	11/12/14	ANDREAS KNOEFEL	103114EXAM	DED Services/Training - Support Services	555.00		0.00	555.00	\$555.00
100263013	11/12/14	AZTEC CONSULTANTS	ANAEROBC123#10	Construction Services	341,289.34		0.00	341,289.34	\$341,289.34
100263014	11/12/14	BP & A ENTERPRISES	5601815	Fuel, Oil & Lubricants	6.06		0.00	6.06	\$276.08
			5601816	Fuel, Oil & Lubricants	32.08		0.00	32.08	
			5601821	Fuel, Oil & Lubricants	13.90		0.00	13.90	
			5601822	Fuel, Oil & Lubricants	13.76		0.00	13.76	
			5601835	Fuel, Oil & Lubricants	14.22		0.00	14.22	
			5601844	Fuel, Oil & Lubricants	18.14		0.00	18.14	
			5601853	Fuel, Oil & Lubricants	20.18		0.00	20.18	
			5601856	Fuel, Oil & Lubricants	12.13		0.00	12.13	
			5601880	Fuel, Oil & Lubricants	20.19		0.00	20.19	
			5601891	Fuel, Oil & Lubricants	125.42		0.00	125.42	
100263015	11/12/14	BT EXPRESS LIQUIDATORS INC	5004	Furniture	1,126.56		0.00	1,126.56	\$1,126.56
100263016	11/12/14	BAKER & TAYLOR	4011037672	Library Acquisitions, Books	139.52		0.00	139.52	\$139.52
100263017	11/12/14	BANK OF SACRAMENTO	ANAEROBC123#10	Construction Project Contract Retainage	17,962.60		0.00	17,962.60	\$17,962.60
100263018	11/12/14	BELKORP AG LLC	94564	Parts, Vehicles & Motor Equip	643.32		0.00	643.32	\$643.32
100263019	11/12/14	BERTRAND FOX & ELLIOT	22152	Legal Services	3,988.46		0.00	3,988.46	\$4,728.20
			22153	Legal Services	573.24		0.00	573.24	
			22154	Legal Services	166.50		0.00	166.50	
100263020	11/12/14	BIGGS CARDOSA ASSOC INC	65531	Consultants	76,296.76		0.00	76,296.76	\$76,296.76
100263021	11/12/14	BOUND TREE MEDICAL LLC	81595461	Supplies, First Aid	668.66		0.00	668.66	\$668.66
100263022	11/12/14	CALIFORNIA DEPARTMENT OF TRANSPORTATION	SL150116	Utilities - Electric	8,192.38		0.00	8,192.38	\$8,192.38
100263023	11/12/14	CALIFORNIA DEPT OF GENERAL SERVICES	1406202	Utilities - Gas	21,456.65		0.00	21,456.65	\$21,456.65
100263024	11/12/14	CITY OF MOUNTAIN VIEW	2015	Advertising Services	505.00		0.00	505.00	\$505.00
100263025	11/12/14	COPLOGIC INC	2014-297	Software Licensing & Support	13,781.00		0.00	13,781.00	\$13,781.00
100263026	11/12/14	CRESO EQUIPMENT RENTALS	3651597-0002	Advertising Services	6,525.00		0.00	6,525.00	\$6,525.00
100263027	11/12/14	DETAIL PLUS	25296	Auto Maint & Repair - Labor	165.00		0.00	165.00	\$165.00
100263028	11/12/14	DOUGLAS REES	1741	General Supplies	250.00		0.00	250.00	\$250.00
100263029	11/12/14	EXPONENT INC	262191	Consultants	8,271.00		0.00	8,271.00	\$8,271.00
100263030	11/12/14	FASTLANE TEK INC	20141101_PACP	Training and Conferences	5,400.00		0.00	5,400.00	\$5,400.00
100263031	11/12/14	FERRARA FIRE APPARATUS INC	INV00000W67640	Parts, Vehicles & Motor Equip	173.71		0.00	173.71	\$173.71
100263032	11/12/14	FITGUARD INC	0000092115	Misc Equip Maint & Repair - Labor	210.00		0.00	210.00	\$399.23
			0000092115	General Supplies	189.23		0.00	189.23	
100263033	11/12/14	FRANCINE CRAVEN	1513741	DED Services/Training - Books	44.37		0.00	44.37	\$66.70
			16697703	DED Services/Training - Books	19.55		0.00	19.55	
			16698546	DED Services/Training - Books	2.78		0.00	2.78	

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For Checks Dated 11/09/14 through 11/15/14

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount	Taken	Amount Paid	Payment Total
100263034	11/12/14	GALE/CENGAGE LEARNING	53561999	Library Acquisitions, Books	66.11		0.00	66.11	\$66.11
100263035	11/12/14	GARDENLAND POWER EQUIPMENT	225973	Parts, Vehicles & Motor Equip	16.08		0.00	16.08	\$4,734.62
			234897	Hand Tools	1,417.68		0.00	1,417.68	
			236484	Misc Equip Maint & Repair - Materials	0.00		0.00	0.00	
			236484	General Supplies	53.25		0.00	53.25	
			237648	Misc Equip Maint & Repair - Materials	1,038.74		0.00	1,038.74	
			238928	Parts, Vehicles & Motor Equip	0.00		0.00	0.00	
			238928	Vehicles & Motorized Equip	2,208.87		0.00	2,208.87	\$4,525.32
100263036	11/12/14	GOLDEN GATE MECHANICAL INC	30811	Facilities Maint & Repair - Labor	4,525.32		0.00	4,525.32	
100263037	11/12/14	GOLDEN GATE TRUCK CENTER	F005612587:01	Parts, Vehicles & Motor Equip	55.27		0.00	55.27	\$139.19
			F005612767:01	Parts, Vehicles & Motor Equip	83.92		0.00	83.92	\$1,037.14
100263038	11/12/14	GOODYEAR COMMERCIAL TIRE & SERVICE CTR	189-1084334	Parts, Vehicles & Motor Equip	-40.00		0.00	-40.00	
			189-1084740	Auto Maint & Repair - Labor	35.00		0.00	35.00	
			189-1084791	Parts, Vehicles & Motor Equip	292.51		0.00	292.51	
			189-1084796	Parts, Vehicles & Motor Equip	641.44		0.00	641.44	
			189-1084909	Auto Maint & Repair - Labor	35.00		0.00	35.00	
			189-1085081	Parts, Vehicles & Motor Equip	907.45		0.00	907.45	
			189-1085084	Parts, Vehicles & Motor Equip	-907.45		0.00	-907.45	
			189-1085085	Parts, Vehicles & Motor Equip	669.20		0.00	669.20	
			189-1085097	Auto Maint & Repair - Labor	33.44		0.00	33.44	
			189-1085098	Auto Maint & Repair - Labor	28.05		0.00	28.05	
			189-1085098	Auto Maint & Repair - Materials	11.70		0.00	11.70	
			189-1085098	Parts, Vehicles & Motor Equip	0.00		0.00	0.00	
			189-1085167	Parts, Vehicles & Motor Equip	-669.20		0.00	-669.20	
100263039	11/12/14	HDR ENGINEERING INC	00182177-B	Consultants	64,518.64		0.00	64,518.64	\$64,518.64
100263040	11/12/14	HACH CO INC	9047026	General Supplies	269.00		0.00	269.00	\$269.00
100263041	11/12/14	IDEXX DISTRIBUTION GROUP	281831242	General Supplies	728.78		0.00	728.78	\$728.78
100263042	11/12/14	INDUSTRIAL SAFETY SUPPLY CORP	1008499	Miscellaneous Equipment Parts & Supplies	826.50		0.00	826.50	\$826.50
100263043	11/12/14	JMB CONSTRUCTION INC	STRMSYSTRSH#0	Construction Services	171,237.50		0.00	171,237.50	\$171,237.50
100263044	11/12/14	JWC ENVIRONMENTAL	59431	Facilities Maint & Repair - Labor	8,603.22		0.00	8,603.22	\$17,206.44
			59433	Facilities Maint & Repair - Labor	8,603.22		0.00	8,603.22	\$1,238.37
100263045	11/12/14	JACOBSEN WEST	775407	Parts, Vehicles & Motor Equip	115.84		0.00	115.84	
			775636	Parts, Vehicles & Motor Equip	727.79		0.00	727.79	
			775662	Parts, Vehicles & Motor Equip	394.74		0.00	394.74	
100263046	11/12/14	JANIS HOM	939911-3705851	DED Services/Training - Books	19.28		0.00	19.28	\$19.28
100263047	11/12/14	KATHLEEN KRUEGER SASMITA	1014	Rec Instructors/Officials	110.00		0.00	110.00	\$110.00
100263048	11/12/14	KOFFLER ELECTRICAL	0075706-IN	Facilities Maint & Repair - Labor	480.00		0.00	480.00	\$480.00
100263049	11/12/14	KUTAK ROCK LLP	1993524	Legal Services	1,375.26		0.00	1,375.26	\$1,375.26
100263050	11/12/14	L N CURTIS & SONS INC	1329902-00	Hand Tools	386.07		0.00	386.07	\$692.75
			1332849-01	General Supplies	306.68		0.00	306.68	\$1,960.00
100263051	11/12/14	LIGHTMOVES	1	Contracts/Service Agreements	1,960.00		0.00	1,960.00	
100263052	11/12/14	NI GOVERNMENT SERVICES INC	4090920821	Utilities - Telephone	77.45		0.00	77.45	\$77.45
100263053	11/12/14	NET TRANSCRIPTS INC	101714-14	Professional Services	84.00		0.00	84.00	\$84.00
100263054	11/12/14	NEXTEL COMMUNICATIONS	675452038-116	Utilities - Mobile Phones - City Mobile Phones	90.46		0.00	90.46	\$90.46
100263055	11/12/14	NEXTEL COMMUNICATIONS	703654486-082	Utilities - Mobile Phones - City Mobile Phones	108.48		0.00	108.48	\$108.48

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Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount	Taken	Amount Paid	Payment Total
100263056	11/12/14	OCLC INC	0000354485	Lib Database Services (OCLC)	2,003.30		0.00	2,003.30	\$2,003.30
100263057	11/12/14	OFFICE WORLD INC	1389499	Furniture	2,054.31		0.00	2,054.31	\$2,054.31
100263058	11/12/14	OMEGA ENGRAVING	025428	General Supplies	10.00		0.00	10.00	\$10.00
100263059	11/12/14	ON ASSIGNMENT LAB SUPPORT	LAB550000059	Salaries - Contract Personnel	1,440.00		0.00	1,440.00	\$11,297.26
			LAB550000066	Salaries - Contract Personnel	1,596.00		0.00	1,596.00	
			LAB550001809	Salaries - Contract Personnel	1,440.00		0.00	1,440.00	
			LAB550001816	Salaries - Contract Personnel	1,596.00		0.00	1,596.00	
			LAB550001823	Salaries - Contract Personnel	1,189.13		0.00	1,189.13	
			LAB550001824	Salaries - Contract Personnel	1,157.63		0.00	1,157.63	
			LAB550003672	Salaries - Contract Personnel	1,440.00		0.00	1,440.00	
			LAB550003683	Salaries - Contract Personnel	1,438.50		0.00	1,438.50	
100263060	11/12/14	P&R PAPER SUPPLY CO INC	30012964-00	Inventory Purchase	255.02		0.00	255.02	\$357.68
			30013414-00	Inventory Purchase	102.66		0.00	102.66	
100263061	11/12/14	PAYFLEX SYSTEMS USA INC	130534-592128	Professional Services	412.40		0.00	412.40	\$432.40
			130536-592130	Professional Services	20.00		0.00	20.00	
100263062	11/12/14	PACIFIC JANITORIAL SUPPLY CO	30026329	Inventory Purchase	260.35		0.00	260.35	\$260.35
100263063	11/12/14	PACIFIC WEST SECURITY INC	0973400	Alarm Services	79.00		0.00	79.00	\$212.00
			0973484	Alarm Services	133.00		0.00	133.00	
100263064	11/12/14	PETERSON TRUCKS	136902P	Parts, Vehicles & Motor Equip	117.05		0.00	117.05	\$39.56
			CM136902P	Parts, Vehicles & Motor Equip	-77.49		0.00	-77.49	
100263065	11/12/14	PFEIFFER ELECTRIC CO INC	1164	Facilities Maint & Repair - Labor	260.00		0.00	260.00	\$260.00
100263066	11/12/14	PINE CONE LUMBER CO INC	563858	Materials - Land Improve	43.32		0.00	43.32	\$43.32
100263067	11/12/14	PRINTMAIL PROS INC	140427	Mailing & Delivery Services	274.61		0.00	274.61	\$274.61
100263068	11/12/14	PROJECT SENTINEL INC	1415-01	General Supplies	10,957.75		0.00	10,957.75	\$10,957.75
100263069	11/12/14	R & B CO	S1438953.003	Inventory Purchase	15.89		0.29	15.60	\$5,378.75
			S1442219.002	Materials - Land Improve	364.13		0.00	364.13	
			S1444438.001	Inventory Purchase	4,400.83		80.93	4,319.90	
			S1444533.001	Inventory Purchase	623.51		11.47	612.04	
			S1446998.001	Inventory Purchase	68.34		1.26	67.08	
100263070	11/12/14	R E P NUT N BOLT GUY	25559	Inventory Purchase	236.64		0.00	236.64	\$236.64
100263071	11/12/14	RAYVERN LIGHTING SUPPLY CO INC	29742-1	Inventory Purchase	568.37		0.00	568.37	\$568.37
100263072	11/12/14	RICHARD P CARR PHYSICAL THERAPY INC	6579	Occupational Health and Safety Services	285.00		0.00	285.00	\$285.00
100263073	11/12/14	SAFEWAY INC	434871-110514	Food Products	18.66		0.00	18.66	\$78.43
			800352-110614	Food Products	43.89		0.00	43.89	
			800770-110514	Food Products	15.88		0.00	15.88	
100263074	11/12/14	SANDERSON SAFETY SUPPLY CO	8083629-01	Inventory Purchase	223.16		2.05	221.11	\$610.36
			8083693-01	Inventory Purchase	392.86		3.61	389.25	
100263075	11/12/14	SANTA CLARA CHAMBER OF COMMERCE &	234236	Membership Fees	275.00		0.00	275.00	\$275.00
100263076	11/12/14	SARAH TSUI	102114PURCHASE	DED Services/Training - Books	19.66		0.00	19.66	\$19.66
100263077	11/12/14	SIGN WIZ	11419	Miscellaneous Services	275.68		0.00	275.68	\$275.68
100263078	11/12/14	SIGNET TESTING LABORATORIES INC	1674	Engineering Services	4,449.00		0.00	4,449.00	\$4,449.00
100263079	11/12/14	SILICON VALLEY POLYTECHNIC INSTITUTE	10232014-223	DED Services/Training - Training	600.00		0.00	600.00	\$600.00
100263080	11/12/14	SILKE COMMUNICATIONS INC	33027	Computer Hardware	20,860.00		0.00	20,860.00	\$20,860.00
100263081	11/12/14	SMART & FINAL INC	157047-110514	General Supplies	26.08		0.00	26.08	\$26.08
100263082	11/12/14	STUDIO EM GRAPHIC DESIGN	15416	Graphics Services	81.56		0.00	81.56	\$81.56
100263083	11/12/14	SUNNYVALE DOWNTOWN ASSN	110514 CK REQ	Business Improvement District Payable	345.00		0.00	345.00	\$245.15
			110514 CK REQ	Miscellaneous Reimbursement	-99.85		0.00	-99.85	
100263084	11/12/14	SUNNYVALE FORD	424746	Parts, Vehicles & Motor Equip	182.09		0.00	182.09	\$3,491.64

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For Checks Dated 11/09/14 through 11/15/14

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Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount	Taken	Amount Paid	Payment Total
			425602	Parts, Vehicles & Motor Equip	52.44		0.00	52.44	
			425769	Parts, Vehicles & Motor Equip	125.02		0.00	125.02	
			425782	Parts, Vehicles & Motor Equip	191.18		0.00	191.18	
			425905	Parts, Vehicles & Motor Equip	384.55		0.00	384.55	
			425988	Parts, Vehicles & Motor Equip	65.01		0.00	65.01	
			426044	Parts, Vehicles & Motor Equip	28.41		0.00	28.41	
			426141	Parts, Vehicles & Motor Equip	90.44		0.00	90.44	
			426807	Parts, Vehicles & Motor Equip	28.41		0.00	28.41	
			CM425184	Parts, Vehicles & Motor Equip	-81.56		0.00	-81.56	
			FOCS699255	Auto Maint & Repair - Labor	2,425.65		0.00	2,425.65	
			FOCS699255	Parts, Vehicles & Motor Equip	0.00		0.00	0.00	
100263085	11/12/14	SUNNYVALE TOWING INC	284208	Vehicle Towing Services	40.00		0.00	40.00	\$665.00
			285298	Vehicle Towing Services	40.00		0.00	40.00	
			285331	Vehicle Towing Services	35.00		0.00	35.00	
			286378	Vehicle Towing Services	350.00		0.00	350.00	
			286432	Fuel, Oil & Lubricants	40.00		0.00	40.00	
			286486	Vehicle Towing Services	200.00		0.00	200.00	
			288432REV	Fuel, Oil & Lubricants	-40.00		0.00	-40.00	
100263086	11/12/14	SUNNYVALE WINDUSTRIAL CO INC	632900 00	Materials - Land Improve	222.05		0.00	222.05	\$222.05
100263087	11/12/14	T W SMITH CO	BXTT71	Inventory Purchase	52.48		0.00	52.48	\$92.33
			EFCP52	Inventory Purchase	92.33		0.00	92.33	
			EFHP31	Inventory Purchase	-52.48		0.00	-52.48	
100263088	11/12/14	TELSTAR INSTRUMENTS INC	79562	Miscellaneous Equipment Parts & Supplies	799.36		0.00	799.36	\$4,997.85
			79574	Miscellaneous Equipment Parts & Supplies	290.54		0.00	290.54	
			79578	Miscellaneous Equipment Parts & Supplies	3,907.95		0.00	3,907.95	
100263089	11/12/14	TUMBLEWEED PRESS INC	61159	Library Periodicals/Databases	199.80		0.00	199.80	\$199.80
100263090	11/12/14	UNITED PARCEL SERVICE	0000966608444	Mailing & Delivery Services	313.27		0.00	313.27	\$313.27
100263091	11/12/14	UNITED ROTARY BRUSH CORP	CI162354	Inventory Purchase	1,742.67		0.00	1,742.67	\$1,742.67
100263092	11/12/14	UNITED STATES POSTAL SERVICE	P#190-110714	Mailing & Delivery Services	220.00		0.00	220.00	\$220.00
100263093	11/12/14	VWR INTERNATIONAL LLC	8059403726	General Supplies	225.50		0.00	225.50	\$306.00
			8059454179	General Supplies	39.47		0.00	39.47	
			8059460350	General Supplies	41.03		0.00	41.03	
100263094	11/12/14	WHCI PLUMBING SUPPLY	S1969191.001	Bldg Maint Matls & Supplies	319.46		0.00	319.46	\$478.90
			S1974015.001	Bldg Maint Matls & Supplies	159.44		0.00	159.44	
100263095	11/12/14	WAXIE SANITARY SUPPLY	74910101	Inventory Purchase	736.88		0.00	736.88	\$726.28
			74932963	Inventory Purchase	-10.60		0.00	-10.60	
100263096	11/12/14	WEST COAST ARBORISTS INC	100064	Services Maintain Land Improv	2,100.00		0.00	2,100.00	\$134,694.00
			98615	Services Maintain Land Improv	46,811.00		0.00	46,811.00	
			99449	Services Maintain Land Improv	41,323.00		0.00	41,323.00	
			99705	Services Maintain Land Improv	44,460.00		0.00	44,460.00	
100263097	11/12/14	WILD TASTES	743	Food Products	1,973.81		0.00	1,973.81	\$1,973.81
100263098	11/12/14	XING ALICE CHEN	0013-3775-3101	DED Services/Training - Support Services	360.00		0.00	360.00	\$360.00
100263099	11/12/14	YINJUI VERONICA CHEN	083670-1107411	DED Services/Training - Books	51.93		0.00	51.93	\$51.93
100263100	11/12/14	WAITER.COM INC	E1105779661	Food Products	84.00		0.00	84.00	\$84.00
100263101	11/12/14	DIVISION OF THE STATE ARCHITECT	FEE-CMS2014	Engineering Services	2,125.00		0.00	2,125.00	\$2,125.00
100263102	11/12/14	PALO ALTO MEDICAL FOUNDATION	1756	Pre-Employment Testing	75.00		0.00	75.00	\$4,295.52
			1757	Pre-Employment Testing	125.00		0.00	125.00	
			1758	Pre-Employment Testing	57.00		0.00	57.00	

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			1759	Medical Services	125.00		0.00	125.00	
			1760	Pre-Employment Testing	125.00		0.00	125.00	
			1761	Pre-Employment Testing	75.00		0.00	75.00	
			1762	Pre-Employment Testing	30.00		0.00	30.00	
			1763	Pre-Employment Testing	75.00		0.00	75.00	
			1764	Pre-Employment Testing	125.00		0.00	125.00	
			1765	Pre-Employment Testing	125.00		0.00	125.00	
			1766	Pre-Employment Testing	75.00		0.00	75.00	
			1767	Pre-Employment Testing	30.00		0.00	30.00	
			1768	Pre-Employment Testing	57.00		0.00	57.00	
			1769	Pre-Employment Testing	75.00		0.00	75.00	
			1770	Pre-Employment Testing	125.00		0.00	125.00	
			1771	Medical Services	47.00		0.00	47.00	
			1772	Medical Services	94.00		0.00	94.00	
			1773	Pre-Employment Testing	75.00		0.00	75.00	
			1774	Pre-Employment Testing	220.00		0.00	220.00	
			1775	Pre-Employment Testing	57.00		0.00	57.00	
			1776	Pre-Employment Testing	75.00		0.00	75.00	
			1777	Pre-Employment Testing	125.00		0.00	125.00	
			1778	Medical Services	125.00		0.00	125.00	
			1779	Pre-Employment Testing	30.00		0.00	30.00	
			1780	Pre-Employment Testing	57.00		0.00	57.00	
			1781	Medical Services	47.00		0.00	47.00	
			1782	Medical Services	94.00		0.00	94.00	
			1783	Pre-Employment Testing	179.52		0.00	179.52	
			1784	Pre-Employment Testing	125.00		0.00	125.00	
			1785	Pre-Employment Testing	75.00		0.00	75.00	
			1786	Pre-Employment Testing	200.00		0.00	200.00	
			1787	Pre-Employment Testing	57.00		0.00	57.00	
			1788	Pre-Employment Testing	75.00		0.00	75.00	
			1789	Pre-Employment Testing	125.00		0.00	125.00	
			1790	Medical Services	125.00		0.00	125.00	
			1791	Medical Services	125.00		0.00	125.00	
			1792	Pre-Employment Testing	30.00		0.00	30.00	
			1793	Pre-Employment Testing	125.00		0.00	125.00	
			1794	Pre-Employment Testing	75.00		0.00	75.00	
			1795	Pre-Employment Testing	57.00		0.00	57.00	
			1796	Pre-Employment Testing	125.00		0.00	125.00	
			1797	Pre-Employment Testing	75.00		0.00	75.00	
			1798	Pre-Employment Testing	30.00		0.00	30.00	
			1799	Pre-Employment Testing	57.00		0.00	57.00	
			1801	Pre-Employment Testing	75.00		0.00	75.00	
			1802	Pre-Employment Testing	125.00		0.00	125.00	
			1803	Pre-Employment Testing	45.00		0.00	45.00	
			1804	Pre-Employment Testing	45.00		0.00	45.00	
100263106	11/12/14	RESERVE ACCOUNT	11927647-1114	Inventory Purchase	20,000.00		0.00	20,000.00	\$20,000.00
100263107	11/12/14	BILL GERVERDINCK	255441	Refund Recreation Fees	272.00		0.00	272.00	\$272.00
100263108	11/12/14	GIVELIGHT FOUNDATION	225948	Refund Recreation Fees	500.00		0.00	500.00	\$500.00

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100263109	11/12/14	KRISTINA RINELLA	256094	Refund Recreation Fees	138.00		0.00	138.00	\$138.00
100263110	11/12/14	MOONJUNG YOON	255841	Refund Recreation Fees	17.00		0.00	17.00	\$17.00
100263111	11/12/14	MURALI KARNATI	255831	Refund Recreation Fees	17.00		0.00	17.00	\$17.00
100263112	11/12/14	SC VALLEY ATHLETIC	255367	Refund Recreation Fees	500.00		0.00	500.00	\$500.00
100263113	11/12/14	SHERWIN WILLIAMS	169131-76076	Refund Utility Account Credit	310.47		0.00	310.47	\$310.47
100263114	11/12/14	WORLD RUNNERS	255949	Refund Recreation Fees	500.00		0.00	500.00	\$500.00
100263115	11/14/14	ADVANCED FUEL SERVICES INC	901992	Auto Maint & Repair - Labor	300.00		0.00	300.00	\$14,050.00
			901995	Auto Maint & Repair - Labor	2,200.00		0.00	2,200.00	
			901996	Auto Maint & Repair - Labor	500.00		0.00	500.00	
			901999	Auto Maint & Repair - Labor	1,950.00		0.00	1,950.00	
			902000	Auto Maint & Repair - Labor	2,000.00		0.00	2,000.00	
			902001	Auto Maint & Repair - Labor	3,400.00		0.00	3,400.00	
			902002	Auto Maint & Repair - Labor	650.00		0.00	650.00	
			902003	Auto Maint & Repair - Labor	650.00		0.00	650.00	
			902004	Auto Maint & Repair - Labor	350.00		0.00	350.00	
			902005	Auto Maint & Repair - Labor	450.00		0.00	450.00	
			902006	Auto Maint & Repair - Labor	550.00		0.00	550.00	
			902007	Auto Maint & Repair - Labor	1,050.00		0.00	1,050.00	
100263116	11/14/14	AIRGAS USA LLC	9031927992	General Supplies	576.02		0.00	576.02	\$944.80
			9031927993	General Supplies	164.96		0.00	164.96	
			9031927994	General Supplies	203.82		0.00	203.82	
100263117	11/14/14	ALTEC INDUSTRIES INC	10298202	Parts, Vehicles & Motor Equip	111.55		0.00	111.55	\$111.55
100263118	11/14/14	APPLEONE EMPLOYMENT SERVICES	01-3434386	Contracts/Service Agreements	897.60		0.00	897.60	\$897.60
100263119	11/14/14	BADGER METER INC	1020336	Water Meters	13,138.96		0.00	13,138.96	\$21,823.96
			1020577	Inventory Purchase	8,685.00		0.00	8,685.00	
100263120	11/14/14	BAY AREA BACKHOES INC	33734	Services Maintain Land Improv	1,080.00		0.00	1,080.00	\$1,080.00
100263121	11/14/14	BAY-VALLEY PEST CONTROL INC	0182040	Facilities Maint & Repair - Labor	59.00		0.00	59.00	\$337.00
			0182041	Facilities Maint & Repair - Labor	59.00		0.00	59.00	
			0182042	Facilities Maint & Repair - Labor	59.00		0.00	59.00	
			0182043	Facilities Maint & Repair - Labor	59.00		0.00	59.00	
			0182044	Facilities Maint & Repair - Labor	59.00		0.00	59.00	
			0182051	Facilities Maint & Repair - Labor	42.00		0.00	42.00	
100263122	11/14/14	BIGGS CARDOSA ASSOC INC	65764	Consultants	44,313.48		0.00	44,313.48	\$44,313.48
100263123	11/14/14	BROWNING FERRIS INDUSTRIES OF CA INC	0000000403	Recycling Services	5,481.28		0.00	5,481.28	\$11,389.11
			0000000543	Recycling Services	5,907.83		0.00	5,907.83	
100263124	11/14/14	BURTONS FIRE INC	S24676	Parts, Vehicles & Motor Equip	268.57		0.00	268.57	\$268.57
100263125	11/14/14	CDM SMITH	80505012/10	Engineering Services	38,899.40		0.00	38,899.40	\$38,899.40
100263126	11/14/14	CALIFORNIA CHAMBER OF COMMERCE	SO907990	Books & Publications	2,000.16		0.00	2,000.16	\$2,000.16
100263127	11/14/14	CALIFORNIA COOKING INC	4924	Equipment Rental/Lease	216.41		0.00	216.41	\$216.41
100263128	11/14/14	CALTEST ANALYTICAL LABORATORY	531056	Water Lab Services	134.10		0.00	134.10	\$134.10
100263129	11/14/14	CENTRAL DRUG SYSTEM INC	239194	Training and Conferences	625.00		0.00	625.00	\$625.00
100263130	11/14/14	CENTURY GRAPHICS	40082	Clothing, Uniforms & Access	1,806.42		0.00	1,806.42	\$2,909.79
			40097	Clothing, Uniforms & Access	109.28		0.00	109.28	
			40102	Clothing, Uniforms & Access	651.14		0.00	651.14	
			40428	Clothing, Uniforms & Access	342.95		0.00	342.95	
100263131	11/14/14	CHANG TAI DO KARATE & FITNESS	2015-06	Rec Instructors/Officials	4,833.44		0.00	4,833.44	\$4,833.44
100263132	11/14/14	CHUCK SAVADELIS	092414EVENT	Contracts/Service Agreements	165.73		0.00	165.73	\$165.73
100263133	11/14/14	CINTAS DOCUMENT MANAGEMENT	DG38282057	Records Related Services	45.00		0.00	45.00	\$45.00

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100263134	11/14/14	CLEANSOURCE INC	1496781-00	Bldg Maint Matls & Supplies	491.54		0.00	491.54	\$1,210.47
			1548747-00	Bldg Maint Matls & Supplies	718.93		0.00	718.93	
100263135	11/14/14	COAST PERSONNEL SERVICES INC	238130	Contracts/Service Agreements	1,024.44		0.00	1,024.44	\$2,065.59
			238183	Contracts/Service Agreements	1,041.15		0.00	1,041.15	
100263136	11/14/14	COMCAST	11/07-12/06/14	Miscellaneous Services	69.10		0.00	69.10	\$69.10
100263137	11/14/14	COMMUNITY HEALTH CHARITIES OF CALIFORNIA	PR201445	Employee Payroll Contributions	288.00		0.00	288.00	\$288.00
100263138	11/14/14	CONSTANT CONTACT INC	S7Z7NDDAB31514	Professional Services	378.00		0.00	378.00	\$378.00
100263139	11/14/14	COUNTY LEGAL & NOTARY SERVICE	7029973	Contracts/Service Agreements	45.00		0.00	45.00	\$405.00
			7030108	Contracts/Service Agreements	45.00		0.00	45.00	
			7030109	Contracts/Service Agreements	45.00		0.00	45.00	
			7030110	Contracts/Service Agreements	45.00		0.00	45.00	
			7030111	Contracts/Service Agreements	45.00		0.00	45.00	
			7030673	Contracts/Service Agreements	45.00		0.00	45.00	
			7030675	Contracts/Service Agreements	45.00		0.00	45.00	
			7030677	Contracts/Service Agreements	45.00		0.00	45.00	
			7031120	Contracts/Service Agreements	45.00		0.00	45.00	
100263140	11/14/14	COUNTY OF SANTA CLARA PROBATION DEPT	1800044796	Contracts/Service Agreements	27,527.38		0.00	27,527.38	\$27,527.38
100263141	11/14/14	CRAIG SALLING	092414EVENT	Contracts/Service Agreements	225.20		0.00	225.20	\$225.20
100263142	11/14/14	CROP PRODUCTION SERVICES INC	25734474	Materials - Land Improve	237.78		0.00	237.78	\$394.38
			25734526	Materials - Land Improve	156.60		0.00	156.60	
100263143	11/14/14	CUNNINGHAM ELECTRIC INC	8028	Facilities Maint & Repair - Labor	700.00		0.00	700.00	\$1,170.00
			8029	Facilities Maint & Repair - Labor	470.00		0.00	470.00	
100263144	11/14/14	CURTIS CURRIER	S1-2014-15-6S	Rec Instructors/Officials	1,000.00		0.00	1,000.00	\$1,000.00
100263145	11/14/14	DAVES MOBILE CRANE SERVICE	3976	Facilities Maint & Repair - Labor	390.00		0.00	390.00	\$390.00
100263146	11/14/14	DEPARTMENT OF INDUSTRIAL RELATIONS	E1227462SJ	Misc Equip Maint & Repair - Labor	225.00		0.00	225.00	\$450.00
			E1227464SJ	Misc Equip Maint & Repair - Labor	225.00		0.00	225.00	
100263147	11/14/14	DEPARTMENT OF JUSTICE	051761	Contracts/Service Agreements	642.00		0.00	642.00	\$1,565.00
			063457	Contracts/Service Agreements	923.00		0.00	923.00	
100263148	11/14/14	DEPT OF CONSUMER AFFAIRS	60588-2015	Membership Fees	115.00		0.00	115.00	\$115.00
100263149	11/14/14	DU-ALL SAFETY	16407	Occupational Health and Safety Services	3,706.06		0.00	3,706.06	\$4,981.25
			16407	Training and Conferences	1,275.19		0.00	1,275.19	
100263150	11/14/14	EV CHARGING PROS	OCT2014	Contracts/Service Agreements	2,587.50		0.00	2,587.50	\$2,587.50
100263151	11/14/14	EARTH SHARE OF CALIFORNIA	PR201445	Employee Payroll Contributions	177.00		0.00	177.00	\$177.00
100263152	11/14/14	EAST BAY MUNICIPAL UTILITY DISTRICT	EBM-WWO-08505	Water Lab Services	400.00		0.00	400.00	\$400.00
100263153	11/14/14	EMPIRE SAFETY & SUPPLY	0064545-IN	Inventory Purchase	132.77		0.00	132.77	\$132.77
100263154	11/14/14	FERRARA FIRE APPARATUS INC	INV00000W67985	Parts, Vehicles & Motor Equip	66.01		0.00	66.01	\$66.01
100263155	11/14/14	FISHER SCIENTIFIC CO LLC	9178485	General Supplies	245.89		0.00	245.89	\$733.00
			9178486	General Supplies	130.24		0.00	130.24	
			9239735	General Supplies	49.36		0.00	49.36	
			9239736	General Supplies	107.82		0.00	107.82	
			9303017	General Supplies	199.69		0.00	199.69	
100263156	11/14/14	FLORENCE O'SULLIVAN	14-15-044	Liability Claims Paid	5.00		0.00	5.00	\$5.00
100263157	11/14/14	FOSTER BROS SECURITY SYSTEMS INC	263732	Bldg Maint Matls & Supplies	130.28		0.00	130.28	\$188.74
			263818	Bldg Maint Matls & Supplies	58.46		0.00	58.46	
100263158	11/14/14	FOXIT CORP	V141111U018	Computer Software	3,600.00		0.00	3,600.00	\$3,600.00
100263159	11/14/14	FRANK A OLSEN CO INC	231747	Miscellaneous Equipment Parts & Supplies	1,772.82		0.00	1,772.82	\$1,772.82

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100263160	11/14/14	FREEDMAN TUNG + SASAKI	1192	Professional Services	16,876.25		0.00	16,876.25	\$16,876.25
100263161	11/14/14	GCS ENVIRONMENTAL EQUIPMENT SERVICES INC	10610	Parts, Vehicles & Motor Equip	475.76		0.00	475.76	\$475.76
100263162	11/14/14	GRM INFORMATION MANAGEMENT SERVICES	0063200	Records Related Services	1,963.93		0.00	1,963.93	\$1,963.93
100263163	11/14/14	GARDA	10043479	Financial Services	3,237.00		0.00	3,237.00	\$3,237.00
100263164	11/14/14	GEOGRAPHIC TECHNOLOGIES GROUP	G20-11334	Professional Services	8,000.00		0.00	8,000.00	\$8,000.00
100263165	11/14/14	GOLDEN GATE TRUCK CENTER	F005615989:01	Parts, Vehicles & Motor Equip	240.28		0.00	240.28	\$480.20
			F005617365:01	Parts, Vehicles & Motor Equip	239.92		0.00	239.92	
100263166	11/14/14	GOODYEAR COMMERCIAL TIRE & SERVICE CTR	189-1084319	Parts, Vehicles & Motor Equip	326.68		0.00	326.68	\$1,721.72
			189-1084321	Parts, Vehicles & Motor Equip	308.87		0.00	308.87	
			189-1085049	Parts, Vehicles & Motor Equip	211.04		0.00	211.04	
			189-1085336	Parts, Vehicles & Motor Equip	875.13		0.00	875.13	
100263167	11/14/14	GRAINGER	9507644772	General Supplies	60.44		0.00	60.44	\$829.97
			9508837540	General Supplies	442.83		0.00	442.83	
			9520043606	General Supplies	271.13		0.00	271.13	
			9520149106	General Supplies	55.57		0.00	55.57	
100263168	11/14/14	GROUND ZERO ANALYSIS INC	25631	Consulting Services	4,913.50		0.00	4,913.50	\$4,913.50
100263169	11/14/14	HI-TECH OPTICAL INC	606664	Benefits and Incentives - Prescription Safety Glasses	94.50		0.00	94.50	\$741.50
			606665	Benefits and Incentives - Prescription Safety Glasses	72.50		0.00	72.50	
			606668	Benefits and Incentives - Prescription Safety Glasses	92.50		0.00	92.50	
			606671	Benefits and Incentives - Prescription Safety Glasses	100.00		0.00	100.00	
			606672	Benefits and Incentives - Prescription Safety Glasses	94.00		0.00	94.00	
			606677	Benefits and Incentives - Prescription Safety Glasses	88.00		0.00	88.00	
			607902	Benefits and Incentives - Prescription Safety Glasses	200.00		0.00	200.00	
100263170	11/14/14	HORIZON WATER AND ENVIRONMENT LLC	1006	Professional Services	23,726.48		0.00	23,726.48	\$23,726.48
100263171	11/14/14	INDEPENDENT ELECTRIC SUPPLY INC	S102080165.001	Bldg Maint Mats & Supplies	6.45		0.00	6.45	\$6.45
100263172	11/14/14	INSERV CO INC	52053	Facilities Maint & Repair - Labor	1,436.59		0.00	1,436.59	\$1,436.59
100263173	11/14/14	INTERACTIVE DATA PRICING	04544104	Financial Services	110.23		0.00	110.23	\$110.23
100263174	11/14/14	JACOBSEN WEST	769144	Parts, Vehicles & Motor Equip	30.69		0.00	30.69	\$30.69
100263175	11/14/14	JOHN PATTON	092414EVENT	Contracts/Service Agreements	21.70		0.00	21.70	\$21.70
100263176	11/14/14	JULIE TREICHLER	092414EVENT	Contracts/Service Agreements	80.45		0.00	80.45	\$80.45
100263177	11/14/14	KME FIRE APPARATUS	CA529487	Parts, Vehicles & Motor Equip	479.59		0.00	479.59	\$479.59
100263178	11/14/14	KENNEDY JENKS CONSULTANTS	87365	HazMat Disposal - Hazardous Waste Disposal	833.70		0.00	833.70	\$833.70
100263179	11/14/14	KIRBY CANYON RECYCLING & DISPOSAL FAC	OCT2014	Landfill Fees to be Allocated	1,082,579.91		0.00	1,082,579.91	\$1,082,579.91
100263180	11/14/14	L N CURTIS & SONS INC	1332111-01	Inventory Purchase	265.35		0.00	265.35	\$265.35
100263181	11/14/14	LAWSON PRODUCTS INC	9302856942	Miscellaneous Equipment Parts & Supplies	811.68		0.00	811.68	\$811.68
100263182	11/14/14	LEHR AUTO ELECTRIC	01 103527	Parts, Vehicles & Motor Equip	72.14		0.00	72.14	\$72.14

List of All Claims and Bills Approved for Payment

For Checks Dated 11/09/14 through 11/15/14

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount	Taken	Amount Paid	Payment Total
100263183	11/14/14	LOZANO SUNNYVALE CAR WASH	001	Auto Maint & Repair - Labor	931.00		0.00	931.00	\$931.00
100263184	11/14/14	MCMASTER CARR SUPPLY CO	16302371	Miscellaneous Equipment Parts & Supplies	234.77		0.00	234.77	\$913.61
			16399791	Miscellaneous Equipment Parts & Supplies	32.01		0.00	32.01	
			16466963	Miscellaneous Equipment Parts & Supplies	121.20		0.00	121.20	
			16887120	Miscellaneous Equipment Parts & Supplies	525.63		0.00	525.63	
100263185	11/14/14	MIDWEST TAPE	92299686	Library Acquis, Audio/Visual	1,283.40		0.00	1,283.40	\$1,837.61
			92321400	Library Acquis, Audio/Visual	554.21		0.00	554.21	
100263186	11/14/14	MONARCH TRUCK CENTER	219101P	Parts, Vehicles & Motor Equip	94.50		0.00	94.50	\$94.50
100263187	11/14/14	MUNICIPAL MAINTENANCE EQUIPMENT INC0095455-IN		Parts, Vehicles & Motor Equip	435.48		0.00	435.48	\$923.68
			0095773-IN	Parts, Vehicles & Motor Equip	488.20		0.00	488.20	
100263188	11/14/14	NAPA AUTO PARTS	134135	Parts, Vehicles & Motor Equip	-16.31		0.00	-16.31	\$1,114.45
			135063	Parts, Vehicles & Motor Equip	-24.47		0.00	-24.47	
			138317	Parts, Vehicles & Motor Equip	-32.63		0.00	-32.63	
			138423	Parts, Vehicles & Motor Equip	21.87		0.00	21.87	
			138666	Parts, Vehicles & Motor Equip	8.66		0.00	8.66	
			139643	Parts, Vehicles & Motor Equip	118.04		0.00	118.04	
			139701	Parts, Vehicles & Motor Equip	377.58		0.00	377.58	
			139834	Parts, Vehicles & Motor Equip	7.98		0.00	7.98	
			139893	Parts, Vehicles & Motor Equip	10.32		0.00	10.32	
			139961	Parts, Vehicles & Motor Equip	11.28		0.00	11.28	
			140082	Parts, Vehicles & Motor Equip	119.43		0.00	119.43	
			140176	Parts, Vehicles & Motor Equip	17.94		0.00	17.94	
			140250	Parts, Vehicles & Motor Equip	116.08		0.00	116.08	
			140422	Parts, Vehicles & Motor Equip	10.92		0.00	10.92	
			140440	Parts, Vehicles & Motor Equip	29.67		0.00	29.67	
			140466	Parts, Vehicles & Motor Equip	40.20		0.00	40.20	
			140885	Parts, Vehicles & Motor Equip	117.50		0.00	117.50	
			140911	Parts, Vehicles & Motor Equip	-16.31		0.00	-16.31	
			141138	Parts, Vehicles & Motor Equip	41.02		0.00	41.02	
			141260	Parts, Vehicles & Motor Equip	72.15		0.00	72.15	
			141288	Parts, Vehicles & Motor Equip	32.89		0.00	32.89	
			141330	Parts, Vehicles & Motor Equip	17.74		0.00	17.74	
			141360	Parts, Vehicles & Motor Equip	32.90		0.00	32.90	
100263191	11/14/14	NETFILE	3815	Software As a Service	2,862.50		0.00	2,862.50	\$2,862.50
100263192	11/14/14	NEXTEL COMMUNICATIONS	223865314-155	Utilities - Mobile Phones - City Mobile Phones	1,147.42		0.00	1,147.42	\$1,147.42
100263193	11/14/14	NIKE USA INC	965016415	Inventory Purchase	678.00		0.00	678.00	\$687.00
			965045275	Inventory Purchase	9.00		0.00	9.00	
100263194	11/14/14	NOTEWORTHY MUSIC SCHOOL INC	386	Rec Instructors/Officials	5,568.00		0.00	5,568.00	\$5,568.00
100263195	11/14/14	PAYFLEX SYSTEMS USA INC	PR201445	Employee Payroll Contributions	11,608.64		0.00	11,608.64	\$11,608.64
100263196	11/14/14	PAYFLEX SYSTEMS USA INC	000184706	Miscellaneous Payment	646.00		0.00	646.00	\$646.00
100263197	11/14/14	PACIFIC GAS & ELECTRIC CO	0007392225-4	Engineering Services	5,000.00		0.00	5,000.00	\$5,000.00
100263198	11/14/14	PACIFIC JANITORIAL SUPPLY CO	30024207-1	Inventory Purchase	36.54		0.00	36.54	\$376.06
			30025483	Inventory Purchase	339.52		0.00	339.52	
100263199	11/14/14	PAPE MACHINERY	9184140	Parts, Vehicles & Motor Equip	-10.88		0.00	-10.88	\$407.81
			9184615	Parts, Vehicles & Motor Equip	-10.88		0.00	-10.88	
			9206539	Parts, Vehicles & Motor Equip	27.98		0.00	27.98	
			9216173	Parts, Vehicles & Motor Equip	344.91		0.00	344.91	

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			9218407	Parts, Vehicles & Motor Equip	56.68		0.00	56.68	
100263200	11/14/14	PATRICIA GRANT	SEPT/13/2014	Contracts/Service Agreements	400.00		0.00	400.00	\$400.00
100263201	11/14/14	PAULA PATEL	080514 EVENT	Contracts/Service Agreements	445.14		0.00	445.14	\$445.14
100263202	11/14/14	PEARSON BUICK GMC	245934	Parts, Vehicles & Motor Equip	40.35		0.00	40.35	\$40.35
100263203	11/14/14	PETERSON TRUCKS	143799P	Parts, Vehicles & Motor Equip	27.88		0.00	27.88	\$27.88
100263204	11/14/14	PRAXAIR DISTRIBUTION INC	50905818	Miscellaneous Equipment Parts & Supplies	178.66		0.00	178.66	\$216.37
			50934415	Miscellaneous Equipment Parts & Supplies	37.71		0.00	37.71	
100263205	11/14/14	R & B CO	S1443754.002	Construction Services	1,658.86		0.00	1,658.86	\$1,658.86
100263206	11/14/14	R & R PRODUCTS INC	CD1848071	Materials - Land Improve	3,907.17		0.00	3,907.17	\$3,907.17
100263207	11/14/14	REED & GRAHAM INC	821539	Materials - Land Improve	2,247.77		0.00	2,247.77	\$13,714.72
			821540	Materials - Land Improve	2,187.37		0.00	2,187.37	
			821726	Materials - Land Improve	1,004.57		0.00	1,004.57	
			821830	Materials - Land Improve	4,017.05		0.00	4,017.05	
			821960	Materials - Land Improve	1,469.59		0.00	1,469.59	
			822192	Materials - Land Improve	2,788.37		0.00	2,788.37	
100263208	11/14/14	ROYAL BRASS INC	741201-001	Parts, Vehicles & Motor Equip	10.76		0.00	10.76	\$84.87
			742366-001	Parts, Vehicles & Motor Equip	7.96		0.00	7.96	
			742804-001	Parts, Vehicles & Motor Equip	29.98		0.00	29.98	
			742893-001	Parts, Vehicles & Motor Equip	36.17		0.00	36.17	
100263209	11/14/14	ROYAL COACH TOURS INC	3046	Travel Related Services	849.52		0.00	849.52	\$1,737.52
			3157	Travel Related Services	888.00		0.00	888.00	
100263210	11/14/14	S & L FENCE CO	03639	Facilities Maint & Repair - Labor	1,413.59		0.00	1,413.59	\$2,487.20
			03639	Facilities Maint & Repair - Materials	1,073.61		0.00	1,073.61	
100263211	11/14/14	SNAIL NEIGHBORHOOD ASSN	080514EVENT	Contracts/Service Agreements	1,000.00		0.00	1,000.00	\$1,000.00
100263212	11/14/14	SAFEWAY INC	432624-111114	Food Products	62.07		0.00	62.07	\$62.07
100263213	11/14/14	SILICON VALLEY SECURITY & PATROL INC	2019715	Miscellaneous Services	315.52		0.00	315.52	\$315.52
100263214	11/14/14	SMART & FINAL INC	139648-101014	Special Events	488.76		0.00	488.76	\$509.38
			152075-102914	Special Events	20.62		0.00	20.62	
100263215	11/14/14	SPENCON CONSTRUCTION INC	CRBGTRS2014#04	Construction Services	49,799.77		0.00	49,799.77	\$49,799.77
100263216	11/14/14	STATE BOARD OF EQUAL DIRECT DEPOSIT	1020336	Water Meters	1,149.66		0.00	1,149.66	\$1,149.66
100263217	11/14/14	SUNNYVALE BUILDING MAINTENANCE	97543	Professional Services	540.00		0.00	540.00	\$540.00
100263218	11/14/14	SUNNYVALE COMMUNITY PLAYERS	103114-110914	Short Term Agency Fund Assets Payable	1,922.00		0.00	1,922.00	\$1,922.00
100263219	11/14/14	SUNNYVALE FORD	426240	Parts, Vehicles & Motor Equip	28.41		0.00	28.41	\$360.86
			426955	Parts, Vehicles & Motor Equip	53.56		0.00	53.56	
			427540	Parts, Vehicles & Motor Equip	17.14		0.00	17.14	
			427578	Parts, Vehicles & Motor Equip	36.20		0.00	36.20	
			427598	Parts, Vehicles & Motor Equip	81.90		0.00	81.90	
			427798	Parts, Vehicles & Motor Equip	27.48		0.00	27.48	
			428095	Parts, Vehicles & Motor Equip	19.00		0.00	19.00	
			428127	Parts, Vehicles & Motor Equip	31.92		0.00	31.92	
			428394	Parts, Vehicles & Motor Equip	65.25		0.00	65.25	
100263220	11/14/14	SUNNYVALE PUBLIC SAFETY OFFICERS ASSN	PR201445	Employee Payroll Contributions	13,975.00		0.00	13,975.00	\$13,975.00
100263221	11/14/14	SUNNYVALE WINDUSTRIAL CO INC	633182 00	Miscellaneous Equipment Parts & Supplies	79.64		0.00	79.64	\$118.71
			633828 00	Miscellaneous Equipment Parts & Supplies	39.07		0.00	39.07	
100263222	11/14/14	SUZANNE LUFT	21	Rec Instructors/Officials	409.50		0.00	409.50	\$682.50
			22	Rec Instructors/Officials	273.00		0.00	273.00	
100263223	11/14/14	TALBOTS STEAM CLEANING	631	Facilities Maint & Repair - Labor	550.00		0.00	550.00	\$550.00

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100263224	11/14/14	TINT OF CLASS	141031	Facilities Maint & Repair - Labor	250.00		0.00	250.00	\$3,398.13
			141031	Facilities Maint & Repair - Materials	1,250.63		0.00	1,250.63	
			141101	Facilities Maint & Repair - Labor	525.00		0.00	525.00	
			141101	Facilities Maint & Repair - Materials	1,044.00		0.00	1,044.00	
			141107	Facilities Maint & Repair - Labor	121.67		0.00	121.67	
			141107	Facilities Maint & Repair - Materials	206.83		0.00	206.83	
100263225	11/14/14	TURF & INDUSTRIAL EQUIPMENT CO	IV07788	Parts, Vehicles & Motor Equip	146.81		0.00	146.81	\$15.74
			IV07878	Parts, Vehicles & Motor Equip	-146.81		0.00	-146.81	
			IV08038	Parts, Vehicles & Motor Equip	81.09		0.00	81.09	
			IV08127	Parts, Vehicles & Motor Equip	-81.09		0.00	-81.09	
			IV08970	Parts, Vehicles & Motor Equip	15.74		0.00	15.74	
			6868702-00	Parts, Vehicles & Motor Equip	242.73		0.00	242.73	
100263226	11/14/14	TURF STAR INC	6870943-00	Parts, Vehicles & Motor Equip	98.15		0.00	98.15	\$511.63
			6871628-00	Parts, Vehicles & Motor Equip	170.75		0.00	170.75	
			CI161772	Parts, Vehicles & Motor Equip	674.25		0.00	674.25	
100263227	11/14/14	UNITED ROTARY BRUSH CORP	PR201445	Employee Payroll Contributions	321.00		0.00	321.00	\$674.25
100263228	11/14/14	UNITED WAY SILICON VALLEY	201411	Professional Services	283.75		0.00	283.75	\$321.00
100263229	11/14/14	W A KRAUSS & CO INC	272042	Fuel, Oil & Lubricants	1,073.97		0.00	1,073.97	\$283.75
100263230	11/14/14	WESTERN STATES OIL	536418	Equipment Rental/Lease	5,444.83		0.00	5,444.83	\$1,073.97
100263231	11/14/14	YAMAHA MOTOR CORP USA	CLAIM#1314-120	Liability Claims Paid	3,112.83		0.00	3,112.83	\$5,444.83
100263232	11/14/14	GEICO INSURANCE	858770	Materials - Land Improve	182.91		0.00	182.91	\$3,112.83
100263233	11/14/14	GRANITEROCK CO	00153210202014	Supplies, Office 1	417.91		0.00	417.91	\$182.91
100263234	11/14/14	OFFICEMAX CONTRACT INC	00205010202014	Supplies, Office 1	22.01		0.00	22.01	\$13,165.38
			00715210202014	Supplies, Office 1	56.62		0.00	56.62	
			00807410202014	Supplies, Office 1	26.17		0.00	26.17	
			01980010212014	Supplies, Office 1	191.84		0.00	191.84	
			01990510212014	Supplies, Office 1	30.34		0.00	30.34	
			02667710212014	Supplies, Office 1	41.21		0.00	41.21	
			02785510212014	Supplies, Office 1	629.74		0.00	629.74	
			03054510212014	Supplies, Office 1	301.47		0.00	301.47	
			03104510222014	Supplies, Office 1	32.29		0.00	32.29	
			03650710222014	Supplies, Office 1	200.89		0.00	200.89	
			03977310222014	Supplies, Office 1	275.92		0.00	275.92	
			04536910222014	Supplies, Office 1	75.30		0.00	75.30	
			05341710232014	Supplies, Office 1	214.41		0.00	214.41	
			05899610232014	Supplies, Office 1	62.27		0.00	62.27	
			07403810242014	Supplies, Office 1	35.24		0.00	35.24	
			07443510242014	Supplies, Office 1	82.44		0.00	82.44	
			08835710272014	Supplies, Office 1	55.48		0.00	55.48	
			09138510272014	Supplies, Office 1	315.51		0.00	315.51	
			09514910272014	Supplies, Office 1	57.01		0.00	57.01	
			10225410272014	Supplies, Office 1	118.99		0.00	118.99	
			10960110282014	Supplies, Office 1	245.28		0.00	245.28	
			11174810282014	Supplies, Office 1	57.74		0.00	57.74	
			11181110282014	Supplies, Office 1	32.58		0.00	32.58	
			11272310282014	Supplies, Office 1	277.46		0.00	277.46	
			11547210282014	Supplies, Office 1	81.63		0.00	81.63	
			11552210282014	Supplies, Office 1	34.85		0.00	34.85	

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			11552510282014	Supplies, Office 1	60.44		0.00	60.44					
			11769410282014	Supplies, Office 1	10.34		0.00	10.34					
			12530710292014	Supplies, Office 1	56.22		0.00	56.22					
			12552710292014	Supplies, Office 1	12.20		0.00	12.20					
			12610210292014	Supplies, Office 1	117.94		0.00	117.94					
			12611510292014	Supplies, Office 1	69.86		0.00	69.86					
			13698610292014	Supplies, Office 1	148.71		0.00	148.71					
			13709610292014	Supplies, Office 1	8.54		0.00	8.54					
			14131110302014	Supplies, Office 1	215.88		0.00	215.88					
			14283910302014	Supplies, Office 1	81.80		0.00	81.80					
			14316910302014	Supplies, Office 1	412.05		0.00	412.05					
			14664610302014	Supplies, Office 1	512.80		0.00	512.80					
			14853610302014	Supplies, Office 1	55.22		0.00	55.22					
			15205310302014	Supplies, Office 1	76.55		0.00	76.55					
			15292510302014	Supplies, Office 1	48.06		0.00	48.06					
			15359410312014	Supplies, Office 1	266.44		0.00	266.44					
			15470610302014	Supplies, Office 1	389.80		0.00	389.80					
			15474510302014	Supplies, Office 1	94.90		0.00	94.90					
			15698810302014	Supplies, Office 1	76.05		0.00	76.05					
			16444610312014	Inventory Purchase	3,739.26		0.00	3,739.26					
			17102910312014	Supplies, Office 1	72.43		0.00	72.43					
			17200810312014	Supplies, Office 1	135.62		0.00	135.62					
			17433010312014	Supplies, Office 1	12.22		0.00	12.22					
			17707110312014	Supplies, Office 1	-9.84		0.00	-9.84					
			65033710302014	Supplies, Office 1	3.74		0.00	3.74					
			66979610222014	Supplies, Office 1	918.94		0.00	918.94					
			86091710152014	Supplies, Office 1	5.92		0.00	5.92					
			92010710172014	Supplies, Office 1	-28.33		0.00	-28.33					
			94418910152014	Supplies, Office 1	244.63		0.00	244.63					
			95300410152014	Supplies, Office 1	273.45		0.00	273.45					
			95906710162014	Supplies, Office 1	327.70		0.00	327.70					
			96183610162014	Supplies, Office 1	73.08		0.00	73.08					
			96354610162014	Supplies, Office 1	11.50		0.00	11.50					
			96404410162014	Supplies, Office 1	65.64		0.00	65.64					
			96499610162014	Supplies, Office 1	76.39		0.00	76.39					
			98285410172014	Supplies, Office 1	84.83		0.00	84.83					
			98416210172014	Supplies, Office 1	391.95		0.00	391.95					
			98870610172014	Supplies, Office 1	79.85		0.00	79.85					
			100263240	11/14/14	SAN BERNARDINO COUNTY SHERIFF	120114-121214	Training and Conferences	990.00			0.00	990.00	\$990.00
			100263241	11/14/14	SANTA CLARA COUNTY CLERK-RECORDER	LIGHT POLES	Engineering Services	50.00			0.00	50.00	\$50.00
			100263242	11/14/14	JOHN R YAEGER	56167-35064	Refund Utility Account Credit	5,288.97			0.00	5,288.97	\$5,288.97
			Grand Total Payment Amount									\$2,534,518.66	
												\$2,534,518.66	



City of Sunnyvale

Agenda Item

14-0669

Agenda Date: 11/25/2014

REPORT TO COUNCIL

SUBJECT

Approve Budget Modification No. 19 to Appropriate \$60,000 of California Office of Traffic Safety Grant Funds for Selective Traffic Enforcement Program - Bicycle and Pedestrian Safety

GRANT SUMMARY

In September 2014, the City Manager accepted California Office of Traffic Safety (OTS) grant funds in the amount of \$60,000 to the Department of Public Safety (DPS) for bicycle and pedestrian safety.

Beginning in 2012, DPS' Bureau of Patrol Services, Division of Traffic Safety identified bicycle and pedestrian safety as an area of focus. OTS statistics showed bicycle and pedestrian accidents ranked only second to driving under the influence (DUI) arrests in Sunnyvale. DPS wants to ensure the safety of its residents as they participate in new cycling and walking programs like Safe Routes to Schools, Communities Putting Prevention to Work Obesity Reduction Initiatives, and even Bicycle Parties. All of these programs promote and encourage Sunnyvale's citizens of all ages to "get moving" by bicycle and as pedestrians. DPS applauds these efforts and initiatives; however, the increase in pedestrians and bicyclists requires increased community policing efforts. These efforts are a multi-faceted, holistic approach to reducing motor on pedestrian and motor on bicycle collisions in Sunnyvale. The approach includes:

- Increased educational outreach to middle and elementary students and parents.
 - Distributing bicycle helmets to identified low-income students/schools.
 - Facilitation of two bicycle rodeos, which are bicycle skills events that provide an opportunity for children to practice and develop skills that will help them become better bicyclists and avoid typical collisions.
 - Increased saturation patrols at identified areas and times to coincide with DUI checkpoints.
 - Participation in Avoid the 13 saturation patrols, distracted driving campaigns, and back-to-school events. Saturation patrols are a type of targeted enforcement. Specifically, officers are deployed, generally in teams, with a priority focus of identifying and stopping individuals who are operating a vehicle while under the influence of alcohol or drugs.
 - Increased deployment of targeted patrol at identified intersections where pedestrian traffic is heavy.
 - Increased patrol for bicycle parties, which are grassroots organized bicycle events that traverse various communities throughout the county and region. They are designed to be inclusive activities that promote safe and fun bicycling in a noncompetitive group setting.
- OTS awarded \$60,000 in Selective Traffic Enforcement Program (STEP) grants funds to DPS to fund these activities. There were only 22 STEP grants made statewide.

The Bureau of Police Services, Division of Traffic Safety will be responsible for enforcement and

operations. The Bureau of Special Operations, Division of Strategic Services will be responsible for managing the grant.

Granting Agency

National Highway Traffic Safety Administration via the California Office of Traffic Safety

EXISTING POLICY

Council Policy 7.1.5 Donations, Contributions and Sponsorships:

The City Manager may apply for grants of any dollar amount, but shall notify the Council when grants are being pursued. Council approval of a budget modification to appropriate grant monies is required before funds can be expended by staff. Such a budget modification shall include the use to which the grant would be placed; the objectives or goals of the City which will be achieved through use of the grant; the local match required, if any, plus the source of the local match; any increased cost to be locally funded upon termination of the grant; and the ability of the City to administer the grant. For grants under the amount of \$5,000 that do not have any external reporting requirements or any local match requirement, Council approval of a budget modification is not required. The City Manager is authorized to accept and administratively appropriate the grant funds.

This grant does not meet all of the criteria to be administratively appropriated by the City Manager; therefore a budget modification is required. Grant funds from the National Highway Traffic Safety Administration and OTS have external reporting requirements and fall under the federal single audit guidelines.

General Plan, *Safety and Noise* :

Goal SN-3, Safe and Secure City - Ensure a safe and secure environment for people and property in the community by providing effective public safety response, prevention, and education services.

ENVIRONMENTAL REVIEW

This activity does not require environmental review because it can be seen with certainty that there is no possibility that it may have a significant effect on the environment. (CEQA Guideline Section 15061(b)(3).)

FISCAL IMPACT

Required Local Match

None

Increased Cost To City Upon Grant Termination

None

This grant provides funding for two bicycle rodeos, enhanced educational outreach, bicycle helmets and other bicycle safety items for low-income elementary and middle school students. The grant also provides funding for DPS personnel to conduct additional focused enforcement at high risk intersections and corridors.

Budget Modification No. 19 has been prepared to appropriate California Office of Traffic Safety Selective Traffic Enforcement Program Grant funds in the amount of \$60,000 to enhance bicycle and pedestrian safety to a new project, FY 2014/15 OTS Bicycle and Pedestrian Safety.

**Budget Modification No. 19
FY 2014/15**

	Current	Increase/ (Decrease)	Revised
General Fund			
<u>Revenues</u>			
California Office of Traffic Safety	\$0	\$60,000	\$60,000
<u>Expenditures</u>			
New Project - FY 2014/15 OTS Bicycle and Pedestrian Safety	\$0	\$60,000	\$60,000

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 Senior Center, Community Center and Department of Public Safety; and by making the agenda and report available at the Sunnyvale Public Library, the Office of the City Clerk and on the City's website.

RECOMMENDATION

Approve Budget Modification No. 19 to appropriate California Office of Traffic Safety Selective Traffic Enforcement Program Grant funds in the amount of \$60,000 to enhance bicycle and pedestrian safety to a new project, FY 2014/15 OTS Bicycle and Pedestrian Safety.

Prepared by: Ann Durkes, Manager / BA II
Reviewed by: Frank J. Grgurina, Chief of Public Safety
Reviewed by: Grace K. Leung, Director of Finance
Reviewed by: Robert A. Walker, Assistant City Manager
Approved by: Deanna J. Santana, City Manager



City of Sunnyvale

Agenda Item

14-0961

Agenda Date: 11/25/2014

REPORT TO COUNCIL

SUBJECT

Approve Budget Modification No. 20 to Appropriate \$11,500 of California Office of Traffic Safety
Avoid the 13 Grant Funds for a Driving Under the Influence Checkpoint

GRANT SUMMARY

The City Manager applied for, and on September 30, 2014, the City was awarded grant funds in the amount of \$11,500 to the Department of Public Safety (DPS) for an Avoid the 13 Driving Under the Influence (DUI) Checkpoint.

Since 2005, the Santa Clara County Sheriff's Office has received a grant from the California Office of Traffic Safety to fund the Avoid the 13 DUI enforcement campaigns. For FY 2014/15, the Sheriff's Office has awarded \$11,500 to Sunnyvale DPS to conduct one (1) DUI checkpoint during the Winter Enforcement Period (Dec/Jan). Specifically, officers set up a checkpoint at a high traffic intersection or area with a priority focus of identifying and stopping individuals who are operating a vehicle while under the influence of alcohol or drugs. The California Office of Traffic Safety (OTS) administers traffic safety grants to reduce deaths, injuries, and economic losses resulting from traffic-related collisions. OTS also administers the grants. Santa Clara County Sheriff's Office coordinates the Avoid the 13 DUI Campaigns and allocates grant dollars to cities in the county.

The Bureau of Police Services, Division of Traffic Safety will be responsible for enforcement. The Bureau of Special Operations, Division of Special Operations will be responsible for educational outreach. The Bureau of Special Operations, Division of Strategic Services will be responsible for managing the financial aspects grant, as well as providing departmental oversight.

Granting Agency

National Highway Traffic Safety Administration via the California Office of Traffic Safety

EXISTING POLICY

Council Policy 7.1.5 Donations, Contributions and Sponsorships:

The City Manager may apply for grants of any dollar amount, but shall notify the Council when grants are being pursued. Council approval of a budget modification to appropriate grant monies is required before funds can be expended by staff. Such a budget modification shall include the use to which the grant would be placed; the objectives or goals of the City which will be achieved through use of the grant; the local match required, if any, plus the source of the local match; any increased cost to be locally funded upon termination of the grant; and the ability of the City to administer the grant. For grants under the amount of \$5,000 that do not have any external reporting requirements or any local match requirement, Council approval of a budget modification is not required. The City Manager is authorized to accept and administratively appropriate the grant funds.

This grant does not meet all of the criteria to be administratively appropriated by the City Manager; therefore a budget modification is required. Grant funds from National Highway Traffic Safety Administration via OTS have external reporting requirements and fall under the federal single audit guidelines.

General Plan, *Safety and Noise* :

Goal SN-3, Safe and Secure City - Ensure a safe and secure environment for people and property in the community by providing effective public safety response, prevention, and education services.

ENVIRONMENTAL REVIEW

This activity does not require environmental review because it can be seen with certainty that there is no possibility that it may have a significant effect on the environment. CEQA Guidelines Section 15061(b)(3).

FISCAL IMPACT

Required Local Match

None

Increased Cost To City Upon Grant Termination

None

Budget Modification No. 20 has been prepared to appropriate \$11,500 of California Office of Traffic Safety Avoid the 13 Grant Funds for a DUI Checkpoint to a new project, FY 2014/15 Avoid the 13.

Budget Modification No. 20 FY 2014/15

	<u>Current</u>	<u>Increase/ (Decrease)</u>	<u>Revised</u>
General Fund			
<u>Revenues</u>			
California Office of Traffic Safety Avoid the 13 grant funds	\$0	\$11,500	\$11,500
<u>Expenditures</u>			
New Project: FY 2014/15 Avoid the 13	\$0	\$11,500	\$11,500

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 Senior Center, Community Center and Department of Public Safety; and by making the agenda and report available at the Sunnyvale Public Library, the Office of the City Clerk and on the City's website.

RECOMMENDATION

Approve Budget Modification No. 20 to appropriate \$11,500 of California Office of Traffic Safety

Avoid the 13 Grant Funds for a DUI Checkpoint to a new project, FY 2014/15 Avoid the 13.

Prepared by: Ann Durkes, Manager / BA II

Reviewed by: Frank J. Grgurina, Chief of Public Safety

Reviewed by: Grace K. Leung, Director, Department of Finance

Reviewed by: Robert A. Walker, Assistant City Manager

Approved by: Deanna J. Santana, City Manager



City of Sunnyvale

Agenda Item

14-1009

Agenda Date: 11/25/2014

REPORT TO COUNCIL

SUBJECT

Approve Budget Modification No. 29 to Appropriate \$95,000 of Department of Homeland Security, Bay Area Urban Area Security Initiative Grant Funds to Develop a Countywide Computer Aided Dispatch Interface

GRANT SUMMARY

The City Manager applied for, and on November 5, 2014, the City was awarded Department of Homeland Security (DHS), Bay Area Urban Area Security Initiative (UASI) grant funds in the amount of \$95,000 to the Department of Public Safety (DPS) to develop a countywide Computer Aided Dispatch (CAD) interface. This project, Data Exchange (Dx), is part of the Silicon Valley Regional Interoperable Authority's (SVRIA) mission to increase interoperable capabilities throughout the entire Bay Area. Sunnyvale is a partner in SVRIA.

Santa Clara County's Communications Department, on behalf of SVRIA partners, initiated the grant request. The \$95,000 allotted for Sunnyvale includes payment for both Sunnyvale and Los Gatos. (Sunnyvale serves as the CAD host for Los Gatos.)

Dx's enhanced capability will provide significantly better situational awareness of events and incidents as they occur in all surrounding jurisdictions. Dx also will provide the future groundwork for even greater interoperability between public safety agencies in Santa Clara County. Activities occurring during daily public safety operations, acts of terrorism and natural disasters create a critical demand to have seamless integration of data and resources. That integration will save time by increasing interagency coordination. An integrated data sharing solution between geographically related communities is a significant unmet need in emergency preparedness and response. At the moment of an incident or disaster, time spent calling for resources between communities can slow response and recovery efforts. The future of public safety and emergency resource management is based on integration between disparate CAD systems. This will allow for a more comprehensive and efficient dispatch of these resources.

DPS' Bureau of Special Operations, Divisions of Special Operations and Communications will be responsible for the operational component of the grant. The Bureau of Special Operations, Division of Strategic Services will manage the financial component of the grant.

Granting Agency

U.S. Department of Homeland Security, Bay Area Urban Area Security Initiative

EXISTING POLICY**Council Policy 7.1.5 Donations, Contributions and Sponsorships:**

The City Manager may apply for grants of any dollar amount, but shall notify the Council when grants are being pursued. Council approval of a budget modification to appropriate grant monies is required before funds can be expended by staff. Such a budget modification shall include the use to which the grant would be placed; the objectives or goals of the City which will be achieved through use of the grant; the local match required, if any, plus the source of the local match; any increased cost to be locally funded upon termination of the grant; and the ability of the City to administer the grant. For grants under the amount of \$5,000 that do not have any external reporting requirements or any local match requirement, Council approval of a budget modification is not required. The City Manager is authorized to accept and administratively appropriate the grant funds.

This grant does not meet all of the criteria to be administratively appropriated by the City Manager; therefore a budget modification is required. Grant funds from DHS have external reporting requirements and fall under the federal single audit guidelines.

General Plan, *Safety and Noise* :

Goal SN-3, Safe and Secure City - Ensure a safe and secure environment for people and property in the community by providing effective public safety response, prevention, and education services.

ENVIRONMENTAL REVIEW

This activity does not require environmental review because it can be seen with certainty that there is no possibility that it may have a significant effect on the environment. CEQA Guidelines Section 15061(b)(3).

FISCAL IMPACT

Expenditures for Dx, a UASI-approved project, are reimbursable up to a cumulative total of \$95,000. The grant covers the cost of the vendor's quote for developing the interface. All City purchasing guidelines will be followed as part of the grant agreement. No overtime, backfill, or City salaries will be charged to the grant.

Required Local Match

None

Increased Cost To City Upon Grant Termination

The reimbursement from County Communications will support the initial implementation costs including two additional years of maintenance. For year 3 (estimated FY 2017/2018), it is anticipated that the Tiburon vendor maintenance cost will increase by \$12,500 annually. This will be addressed in the next operating budget cycle. The Tiburon vendor agreement allows the City to terminate the additional maintenance for this interface at any time with written notification.

Budget Modification No. 29 has been prepared to appropriate \$95,000 in Department of Homeland Security, Bay Area Urban Area Security Initiative funds to a new project, 2014 UASI - Data Exchange (Dx) CAD Interface.

**Budget Modification No. 29
FY 2014/15**

	<u>Current</u>	<u>Increase/ (Decrease)</u>	<u>Revised</u>
General Fund			
<u>Revenues</u>			
Homeland Security Grants \$0 - Equipment		\$95,000	\$95,000
<u>Expenditures</u>			
New Project: 2014 UASI - \$0 Data Exchange (Dx) CAD Interface		\$95,000	\$95,000

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 Senior Center, Community Center and Department of Public Safety; and by making the agenda and report available at the Sunnyvale Public Library, the Office of the City Clerk and on the City's website.

RECOMMENDATION

Approve Budget Modification No.29 to appropriate \$95,000 in Department of Homeland Security, Bay Area Urban Area Security Initiative funds to a new project, 2014 UASI - Data Exchange (Dx) CAD Interface.

Prepared by: Ann Durkes, Manager / BA II

Reviewed by: Frank J. Grgurina, Chief of Public Safety

Reviewed by: Grace K. Leung, Director, Department of Finance

Reviewed by: Robert A. Walker, Assistant City Manager

Approved by: Deanna J. Santana, City Manager



City of Sunnyvale

Agenda Item

14-1051

Agenda Date: 11/25/2014

REPORT TO COUNCIL

SUBJECT

Approve Budget Modification No. 25 to Appropriate \$300,000 to Capital Project 830560 Fremont Pool House Infrastructure Improvements, Approve "Fourth Amendment to Use Agreement Between City of Sunnyvale and Fremont Union High School District for the Development and Operation of a 50 Meter Swimming Pool and Related Facilities at Fremont High School"

BACKGROUND

Fremont Union High School District (FUHSD) and the City entered into an agreement for maintenance of the Fremont High School Pool House ("Pool House") in 2000, which was amended in 2002 (first amendment), 2004 (second amendment), and 2013 (third amendment) (Attachment 1). This project only relates to the locker room/shower facilities (Pool House) dedicated to community use.

This amendment is to increase the budget for Capital Improvement Project 830560, Fremont Pool House Infrastructure Improvements (Attachment 2), which funds the City's share for major infrastructure improvements to the Pool House that are more extensive than normal routine maintenance. The City is responsible for half of the costs for the project. Work being completed at this time includes repairs to deficient shower drains, inadequate air flow inside the two locker rooms, and damage to building infrastructure as a result of these deficiencies.

A contract was awarded by FUHSD to Blach Construction on May 20, 2014, in the amount of \$1,674,561.00 to make the repairs based upon specifications prepared by Noll and Tam, the architect representing FUHSD. Work began in June 2014 and some revisions and increase in expense have occurred, requiring an increase in the budget for the project.

EXISTING POLICY

The agreement to provide facilities, and share resources and costs is in accordance with Sunnyvale General Plan, Chapter 4 Community Character:

Policy CC-10.6 Leverage available resources by pursuing co-funded and/or cooperative agreements for provision and maintenance of programs, facilities, and services, in order to maximize benefits to the community. Partners may include, but are not limited to, school districts, non-profit groups, governmental agencies and businesses.

ENVIRONMENTAL REVIEW

RTC 13-309, approved December 17, 2013, made a finding that the work being performed is maintenance and repair of existing facilities. Therefore, the project, and budget modification are

categorically exempt under CEQA pursuant to Guideline section 15301.

DISCUSSION

RTC 13-309 described the scope of work anticipated to be completed under the current project. Bids were received approximately 5.5% higher than the architect's estimate and approved for award to Blach Construction. Construction work began in June 2014 with demolition of the existing floor and wall surfacing.

During construction some deficiencies in the original construction were found, and public users of the facility requested some material upgrades to the project, specifically the installation of a different flooring system. Changes were negotiated and approved for installation. Review by the state, correction of deficiencies, demolition and construction required for a different flooring treatment all contributed to an increase in the cost of the project.

Amendment Three anticipated the possibility of additional expenses, which would be discussed between the parties as they arose. This occurred at various stages throughout construction. Final costs, or estimates, of all work, including the construction work, architectural design, pre-bid and pre-construction investigations into materials environmental conditions, and charges by the Department of the State Architect for review and permitting, are all included in the total costs identified for this project. (Attachment 3)

Amendment Four to the Development and Operation Agreement of the Pool House has been prepared to formalize the understanding of the final budget of the maintenance and repair project identified in Amendment Three.

Project costs included in the current capital project were based on a facility assessment report which was completed prior to the third amendment. Total project costs for repairs identified in the assessment report were estimated at \$1,586,889, including design costs and contingencies. The City share was estimated at a maximum of \$793,445 and was capped by the third amendment, with the understanding that if construction bids came in higher than expected, the City and FUHSD would meet and confer about potential solutions before proceeding with a contract award. The amended amount approved and budgeted for Capital Project 830560 was \$800,000, \$240,000 of which was spent in FY 2013/14. In addition to approval of the Fourth Amendment to the agreement, staff is recommending an increase of an additional \$300,000 to the remaining budgeted amount, to bring the total project budget to \$1,100,000.

Design and construction of the project was led by the District with the involvement of City project management staff. The project was scheduled to be completed in the summer of 2014, but various conditions, changes in materials, and state approvals delayed completion until November 2014.

FISCAL IMPACT

Park Dedication Funds have been budgeted for the renovation of the Fremont Pool House. Budget Modification No. 25 has been prepared to appropriate Park Dedication funds in the amount of

\$300,000 for increasing the City share of the costs for maintenance and repair of the Fremont Pool House.

Budget Modification No. 25

FY 2014/15

	Current	Increase/ (Decrease)	Revised
<u>Expenditures</u>			
Infrastructure Renovation and Replacement Fund			
Project 830560 - Fremont Pool House	\$559,912	\$300,000	\$859,912
<u>Reserves</u>			
Park Dedication Fund			
Park Dedication Fund	\$7,962,316	(\$300,000)	\$7,662,316
Capital Projects Reserve			

FY 2013/14 Park Dedication Fee revenue was higher than expected by approximately \$4.6 million. Therefore, appropriating additional funding to this project will not significantly affect the fund's Capital Projects Reserve.

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 Senior Center, Community Center and Department of Public Safety; and by making the agenda and report available at the Sunnyvale Public Library, the Office of the City Clerk and on the City's website.

ALTERNATIVES

1. Approve Budget Modification No. 25 to appropriate \$300,000 to Capital Project 830560 Fremont Pool House Infrastructure Improvements; and, approve the Fourth Amendment to Use Agreement Between City of Sunnyvale and Fremont Union High School District for the Development and Operation of a 50 Meter Swimming Pool and Related Facilities at Fremont High School.
2. Do not approve the proposed amendment to the agreement with Fremont Union High School District and provide further direction to staff.

STAFF RECOMMENDATION

Alternative 1: Approve Budget Modification No. 25 to appropriate \$300,000 to Capital Project 830560 Fremont Pool House Infrastructure Improvements; and, approve the Fourth Amendment to Use Agreement Between City of Sunnyvale and Fremont Union High School District for the Development and Operation of a 50 Meter Swimming Pool and Related Facilities at Fremont High School.

Prepared by: Jim Craig, Superintendent of Public Works Operations

Reviewed by: Manuel Pineda, Director, Public Works

Reviewed by: Lisa Rosenblum, Director, Library and Community Services

Reviewed by: Grace K. Leung, Director, Finance

Reviewed by: Robert A. Walker, Assistant City Manager

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Agreement Between City of Sunnyvale and Fremont Union High School District for the Development and Operation of a 50 Meter Swimming Pool and Related Facilities at Fremont High School, including Amendments One, Two and Three.
2. Proposed Amendment Four to Use Agreement Between City of Sunnyvale and Fremont Union High School District for the Development and Operation of a 50 Meter Swimming Pool and Related Facilities at Fremont High School.
3. Fremont Pool House Repairs and Modifications 2013-2014 Summary of Costs.

ORIGINAL

**AGREEMENT BETWEEN CITY OF SUNNYVALE AND
FREMONT UNION HIGH SCHOOL DISTRICT FOR THE
DEVELOPMENT AND OPERATION OF A 50 METER
SWIMMING POOL AND RELATED FACILITIES AT
FREMONT HIGH SCHOOL**

THIS AGREEMENT, made and entered into this 18th day of July, 2000, by and between CITY OF SUNNYVALE, a municipal corporation of the State of California, herein called "CITY", and FREMONT UNION HIGH SCHOOL DISTRICT OF SANTA CLARA COUNTY, herein called "DISTRICT";

W I T N E S E T H:

WHEREAS, Section 10900 et. seq. of the Education Code authorizes cities and school districts to organize, promote and conduct programs of community recreation; to establish systems of playgrounds and recreation; and to acquire, construct, improve, maintain and operate recreation centers, including but not limited to such facilities as playgrounds, outdoor playing fields or courts, swimming pools and gymnasiums; and

WHEREAS, Section 10905 of the Education Code authorizes public agencies to enter into agreements with each other for the maintenance of recreation centers; and

WHEREAS, Section 10910 of the Education Code provides that the governing body of any school district may use or grant the use of any of the buildings or grounds of the school district to any other public authority for the organizing, promoting and conducting of community recreation whenever such use will not interfere with the use of such facilities for any other purpose of the public school system; and

WHEREAS, the parties desire to provide to provide for the construction, funding, operation and maintenance of a 50-meter outdoor swimming pool in place of the existing 25-yard swimming pool, and of locker and shower facilities to serve the general public of CITY and the students of DISTRICT within Fremont Union High School ("the Campus").

NOW, THEREFORE, the parties agree as follows:

SECTION 1. DISTRICT TO PREPARE CONSTRUCTION PLANS AND SPECIFICATIONS; RESPONSIBILITY FOR PROJECT.

(a) Not later than December 31, 2000, DISTRICT shall cause to be prepared at its expense construction plans and specifications for a project (the "Project") consisting of the following: construction of a 50-meter (m) by 25 yard (y) outdoor swimming pool ("the Pool") on the Campus; removal of the existing outdoor swimming pools from the Campus; and construction of one (1) separate building on the Campus adjacent to the new outdoor swimming Pool to provide locker and shower facilities for the general public ("the Bathhouse").

(b) DISTRICT shall submit the plans and specifications to CITY for review and approval before their final acceptance. The plans and specifications shall be consistent with the Conceptual Plan for the Project, attached hereto and incorporated herein by this reference as Exhibit "A".

(c) DISTRICT shall have the following responsibilities regarding the Project:

1. Obtaining of approval of the plans and specifications by the
Office of Regulatory Services, Division of the State Architect;

2. Preparation of working drawing and plans and specifications for the construction of the Project;
3. Compliance with the California Environmental Quality Act and regulations promulgated thereunder;
4. Legal advertisements to the public and to qualified bidders;
5. Conducting and administering the bidding process for construction;
6. Awarding the construction contract;
7. Supervision and administration of construction;
8. Payment of amounts due to the architect, the contractor and other persons providing services;
9. Administration and resolution of any claims or disputes in connection with the design and construction of the Project;
10. Acquisition of equipment and furnishings to be used in or at the facilities housing the Project.

(d) Construction of the Project shall be completed not later than June 30, 2002.

(e) Before approving any change order in excess of \$5,000.00 and before making any substantive changes in the plans and specifications during construction, DISTRICT will notify CITY at least five (5) days in advance to allow CITY review, unless such change is required to correct an emergency situation.

(f) DISTRICT shall keep CITY advised of the progress of the Project on a regular basis.

(g) For purposes of this Agreement, amounts expended for the purposes enumerated above within this section and following within this subparagraph (g) are designated as "Project improvement costs":

1. The cost of construction of the Project.
2. The cost of installation of separate metering to the Pool and to the Bathhouse pursuant to Sections 3(d) and 3(e) of this Agreement.
3. The cost of installation of Pool blankets and lane lines, and placement of such blankets atop the Pool to prevent heat loss pursuant to Section 3(g) of this Agreement.

SECTION 2. PROJECT IMPROVEMENT COSTS; RESPONSIBILITY; OWNERSHIP

(a) DISTRICT shall pay fifty-one percent (51%), and CITY shall pay forty-nine percent (49%) of the total Project improvement costs. The agreed upon percentage is based upon a comparison of the estimated cost for a new 30m by 25y pool without a bathhouse and a new 50m by 25y pool with a bathhouse as set forth in Exhibit "B", attached hereto and incorporated herein by this reference.

(b) The three hundred and fifty thousand dollars allocated on a one-time basis to the Fremont Union High School District for a swimming pool at Fremont High School by the Governor on July 5, 2000 via Senate Bill No. 1667 (Chap. 71, 2000 Stats.) shall be credited toward the City's share of costs under this section, as shall any interest which accrues to that three hundred and fifty

thousand dollars.

(c) DISTRICT shall be responsible for direct payment of all Project improvement costs to the architect, contractor and other persons providing services with respect to the Project improvement.

(d) At the end of each calendar quarter DISTRICT shall submit invoices to CITY for the latter's prorata share of Project improvement costs incurred up to that time for which CITY has not previously reimbursed DISTRICT. CITY shall reimburse DISTRICT not later than thirty (30) days from date of invoice.

(e) Ownership of all improvements to the Campus resulting from the Project shall vest in DISTRICT.

SECTION 3. OPERATION, MAINTENANCE, REPAIRS AND UTILITIES:
SWIMMING POOL AND BUILDINGS.

(a) Prior to completion of the Project, DISTRICT shall be responsible for all maintenance and utilities on and serving the Campus, and payment therefor. The following provisions of this Section shall apply after completion of the Project.

(b) CITY shall be solely responsible for the cost of all operations, maintenance and repair of the Bathhouse, including custodial service, cleaning and repairs to, or replacement of, all components. Unless mutually agreed upon by CITY and DISTRICT, all work related to this subsection shall be completed by CITY with the consent of DISTRICT.

(c) DISTRICT shall be solely responsible for the cost of all operations, maintenance and repair of the building housing the locker and shower room facilities open to the students of DISTRICT, including custodial service, cleaning

and repairs to, or replacement of, all components. DISTRICT shall also be responsible for water, gas, electrical, telephone, garbage and sewer service thereto.

(d) DISTRICT shall arrange for separate metering and billing of water, gas, telephone and electrical service for the Bathhouse. CITY shall be responsible for, and make direct payment to the provider(s) of such separately metered or billed services. CITY shall also be responsible for, and make direct payment to, the provider(s) of garbage and sewer service thereto.

(e) DISTRICT shall arrange for separate metering and billing of water, gas, telephone and electrical service for the Pool. DISTRICT shall be responsible for all maintenance of the Pool facility, Pool tanks, Pool deck, Pool blankets/lane lines, Pool water, mechanical room and systems and adjacent outdoor areas, including custodial service, cleaning and repairs. Such maintenance shall be in accordance with applicable state, county and DISTRICT laws, regulations and standards for operation and maintenance of public swimming Pools. DISTRICT shall also be responsible for water, gas, electrical, telephone, garbage and sewer service thereto. DISTRICT shall maintain detailed records of the costs incurred for maintenance and utilities pursuant to this subsection. CITY shall reimburse DISTRICT for half (50%) of such costs for each half (1/2) a calendar year. At the end of each half (1/2) of a calendar year DISTRICT shall submit invoices to CITY for the latter's share of these costs, and CITY shall reimburse DISTRICT for its share of such costs not later than thirty (30) days from date of invoice.

(f) Unless mutually agreed upon by the parties, DISTRICT shall

maintain the temperature in the water of the Pool between 78 and 82 degrees. Only DISTRICT staff shall be permitted to adjust the water temperature.

(g) DISTRICT shall be responsible for purchasing Pool blankets and lane lines and for placement of such blankets atop the Pool to prevent heat loss. It is understood that CITY will remove such blankets during its use of the Pool and will replace them after such use is completed. If CITY fails to replace the Pool blankets after CITY use, CITY shall pay DISTRICT a fifty dollar (\$50.00) penalty for each such incident, provided that DISTRICT furnish CITY with the specific time, name of scheduled user group (if known), and names of any witnesses within one (1) week of any such incident.

SECTION 4. EMERGENCIES.

In the event of an emergency or an imminent safety hazard, including, without limitation, earthquakes, fires, flooding, or other similar events, DISTRICT may perform non-scheduled repair or maintenance work at the Project without prior notification of CITY. DISTRICT shall notify CITY of such emergency work within a reasonable time.

SECTION 5. MODIFICATIONS TO PROJECT; INTERFERENCE WITH INTENDED USE.

There shall be no additional development or physical changes to the Project without the joint written consent of DISTRICT and CITY. Such consent shall not be unreasonably withheld. After completion of the Project, nothing

shall be done by either DISTRICT or CITY or be authorized by them to be done by a third party that would interfere with the intended use of the Project.

SECTION 6. POOL USE AND STAFFING.

(a) The Pool may be open from 5:00 a.m. to 10:00 p.m. every day, except during times of closure due to maintenance and repairs, or as modified by agreement of the parties.

(b) Use of the Pool shall be governed by the schedule set forth in Exhibit "C", attached hereto and incorporated herein by this reference. At least annually, the Director of Parks and Recreation of CITY and the Superintendent of DISTRICT, or their designees, shall meet to discuss the Schedule and any desired adjustments. The Schedule shall be subject to adjustment upon the written approval of the Superintendent and the Director.

- (c)
1. With at least ninety (90) days written notice to CITY, DISTRICT shall also have priority use of the Pool for weekday interscholastic competitions that might extend past 6:00 p.m. There shall be no more than five (5) days of use for such competitions per calendar year.
 2. With at least seven (7) days written notice to CITY, DISTRICT shall have priority use of the Pool for weekday interscholastic competitions that might extend beyond 6:00 p.m. There shall be no more than five (5) days of use for such competitions per calendar year.

3. In case of interscholastic events that are rescheduled on weekdays for unavoidable reasons, or in the case of special games or competitions, such as playoff contests or league championships, DISTRICT will advise CITY as soon as it has notice of the events and DISTRICT use shall have priority. There will be no more than five (5) days of such use for unforeseen conditions per calendar year.
4. Other than the exceptions set forth above, DISTRICT practices and other activities shall not have priority after 6:00 p.m. on school days without the prior written approval of CITY.

(d) CITY shall be responsible for supervision of all CITY operated programs at the Pool. It is understood that CITY building maintenance workers, supervisors, instructors, coaches, lifeguards and contractors are employees or contractors of CITY, and that DISTRICT does not provide liability or worker's compensation insurance or benefits for any such employees and contractors.

(e) DISTRICT shall be responsible for supervision of all DISTRICT operated programs at the Pool. It is understood that DISTRICT building maintenance workers, supervisors, instructors, coaches, lifeguards and contractors are employees or contractors of DISTRICT, and that CITY does not provide liability or worker's compensation insurance or benefits for any such employees and contractors.

SECTION 7. PARKING ON CAMPUS.

(a) DISTRICT shall reserve thirty-five (35) parking spaces at the Campus for exclusive use of community users between 5:00 a.m. and 5:00 p.m. on school days only.

(b) When school is not in session, the general public can use other spaces at the Campus for parking on a first-come-first-serve basis.

SECTION 8. REPRESENTATIVES OF THE PARTIES

(a) The Director of Parks and Recreation or designee shall represent CITY in all matters pertaining to the administration of this Agreement. All requirements of CITY pertaining to the Project and facilities created thereby shall be coordinated through the CITY representative.

(b) The Superintendent or designee shall represent DISTRICT in all matters pertaining to the administration of this Agreement. All requirements of DISTRICT pertaining to the Project and facilities created thereby shall be coordinated through the DISTRICT representative.

SECTION 9. DUTY OF PARTIES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS.

(a) To the fullest extent permitted by California law, CITY shall indemnify, defend and hold harmless DISTRICT, its trustees, officers, employees, elected officials, agents, representatives, consultants and volunteers from any and all claims, suits, losses, damages, liability, costs, expenses and actions of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the

performance of this Agreement or from any activity, work, or thing done, permitted, or suffered by the City in conjunction with the performance of this Agreement, or the use or occupancy of the Pool, the Bathhouse or the surrounding area, including the following:

1. Use of the Pool and/or the Bathhouse by the general public while under the control or with the consent of the CITY; and
2. Compliance with all applicable local, state and federal laws and regulations.

CITY shall not be responsible for any loss due to the sole negligence or willful misconduct of the DISTRICT, its agents, employees or contractors.

(b) To the fullest extent permitted by California law, DISTRICT shall indemnify, defend and hold harmless CITY, its trustees, officers, employees, elected officials, agents representatives, consultants, and volunteers from any and all claims, suits, losses, damages, liability, costs, expenses and actions of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of this Agreement or from any activity, work, or thing done, permitted, or suffered by the DISTRICT in conjunction with the performance of this Agreement, or the use or occupancy of the Pool, the Bathhouse or the surrounding area, including the following:

1. Use of the Pool and/or the Bathhouse by the general public while under the control or with the consent of the DISTRICT; and

2. Compliance with all applicable local, state and federal laws and regulations.

DISTRICT shall not be responsible for any loss due to the sole negligence or willful misconduct of the CITY, its agents, employees or contractors.

SECTION 10. INSURANCE.

(a) DISTRICT represents to CITY that DISTRICT is legally self-insured for its public liability and property damage risk for ten million dollars (\$10,000,000), and maintains qualified claims investigators for the purpose of administering its self-insured claims. DISTRICT's self-insurance shall protect against loss from liability imposed by law for damages to property or on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons, resulting directly or indirectly from any act or activities of DISTRICT on the Campus or any person acting for DISTRICT or under DISTRICT's control or direction on the Campus. Such public liability and property damage self-insurance shall be maintained in full force and effect during the entire term of this Agreement, in the amount of no less than ten million dollars (\$10,000,000), combined single limit liability. DISTRICT shall submit proof of coverage to the CITY on or before the commencement of this Agreement, indicating full coverage of the contractual liability imposed by this Agreement and stipulating that the insurance selected by DISTRICT shall not be subject to cancellation, any change in coverage, reduction in limits or nonrenewal, except after written notice to CITY by certified mail, return receipt requested, not less than thirty(30) days prior to the effective date thereof.

(b)) CITY represents to DISTRICT that CITY is legally self-insured for its public liability and property damage risk for five hundred thousand dollars (\$500,000) and carries excess insurance for up to ten million dollars (\$10,000,000), and maintains qualified claims investigators for the purpose of administering its self-insured claims. CITY's insurance shall protect against loss from liability imposed by law for damages to property or on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons, resulting directly or indirectly from any act or activities of CITY on the Campus or any person acting for CITY or under CITY's control or direction on the Campus. Such public liability and property damage self-insurance shall be maintained in full force and effect during the entire term of this Agreement, in the amount of no less than five hundred thousand dollars (\$500,000) and excess insurance for up to ten million dollars (\$10,000,000), combined single limit liability. CITY shall submit proof of coverage to the DISTRICT on or before the commencement of this Agreement, indicating full coverage of the contractual liability imposed by this Agreement and stipulating that the insurance selected by CITY shall not be subject to cancellation, any change in coverage, reduction in limits or nonrenewal, except after written notice to DISTRICT by certified mail, return receipt requested, not less than thirty(30) days prior to the effective date thereof.

(c) Neither DISTRICT nor CITY shall use or permit the use of the Pool and/or the Bathhouse for any purpose other than those allowed by this Agreement. DISTRICT at its sole cost and expense shall secure compliance with

all insurance requirements necessary for the maintenance of reasonable fire and public liability insurance covering the Pool, its buildings and appurtenances during DISTRICT's use. CITY at its sole cost and expense shall secure compliance with all insurance requirements necessary for the maintenance of reasonable fire and public liability insurance covering the Pool, the Bathhouse, their buildings and appurtenances during CITY's use.

(d) CITY and DISTRICT each certifies that it shall comply with and shall cause all parties using the Pool and/or the Bathhouse to comply with the workers compensation insurance requirements required by law, including California Labor Code section 3700.

SECTION 11. TIME OF THE ESSENCE. Time is of the essence of this Agreement.

SECTION 12. FORCE MAJEURE. If, due to act of God; fire; flood; storm; inclement weather; earthquake; drought; acute restrictions or riot; war or insurrection; plant or animal infestation or disease; sudden or severe energy shortage; strike; work stoppage; work slowdown or other concerted job action; or other condition of emergency or disaster beyond the control of either party which makes performance of any of its obligations under this Agreement impossible or extremely impracticable, such obligations shall be suspended during such time any such condition or conditions exist.

SECTION 13. DISCRIMINATION PROHIBITED. Neither CITY nor DISTRICT shall discriminate in the employment of persons engaged in the performance of this Agreement on account of race, color, national origin, ancestry, sex, disability,

sexual orientation, or medical condition, in violation of state or federal laws, or any other basis otherwise prohibited by state or federal law.

SECTION 14. NOTICES. All notices shall be given in writing and mailed, postage prepaid, by certified mail, addressed as follows:

To CITY	Director of Parks and Recreation City of Sunnyvale P.O. Box 3707 Sunnyvale, California 94088-3707
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To DISTRICT	Chief Business Official Fremont Union High School District 589 W. Fremont Ave. Sunnyvale, California 94087
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SECTION 15. EFFECT OF WAIVER OF BREACH OR VIOLATION. The waiver by either party of any breach or violation of any term, covenant, or condition of this Agreement or of any provision of law shall not be deemed to be a waiver of any other term, covenant, or condition or law. The subsequent acceptance by either party of any money that may become due hereunder shall not be deemed a waiver of any preceding breach or violation by the other party of any term or condition of this Agreement, or of any applicable law.

SECTION 16. LEGAL ACTIONS; ATTORNEY FEES.

(a) Any disputes regarding this Agreement shall be resolved according to the laws of the State of California. Any legal proceedings shall be instituted in the courts of the State of California and County of Santa Clara, irrespective of any claim of diversity of citizenship or other possible jurisdictional conditions.

(b) The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs and

attorney's fees expended in connection with such an action from the other party.

SECTION 17. INTEGRATED AGREEMENT. This document represents the entire and integrated Agreement between CITY and DISTRICT and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement shall not be construed as nor deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action herein for any cause whatever.

SECTION 18. AMENDMENT OF AGREEMENT. This Agreement may be amended only by written instrument, signed by both CITY and DISTRICT.

SECTION 19. ALL PROVISIONS OF AGREEMENT ARE CONDITIONS. All provisions of this Agreement are expressly made conditions.

SECTION 20. TERM OF AGREEMENT; TERMINATION; SURVIVAL OF OBLIGATIONS.

(a) This Agreement shall terminate on June 30, 2025 unless sooner terminated pursuant to this section.

(b) DISTRICT may terminate this Agreement upon written notice to CITY for any of the following reasons:

1. The failure of CITY to make any contribution toward Project improvement costs required pursuant to Section 2.
2. The failure of CITY to comply with its obligations pursuant to Section 3.

(c) CITY may terminate this Agreement upon written notice to DISTRICT for any of the following reasons:

1. The failure of DISTRICT to timely prepare plans and specifications for the Project pursuant to Section 1(a) of this Agreement.
2. The failure of DISTRICT to submit plans and specifications to CITY for review prior to their final acceptance pursuant to Section 1(b) of this Agreement.
3. The failure of DISTRICT to complete construction of the Project by June 30, 2002, except to the extent that completion is delayed for any factor enumerated in Section 11.
4. The failure of DISTRICT to comply with its obligations pursuant to Section 3.

(d) This Agreement may be terminated at any time prior to June 30, 2025, upon the mutual assent of the City Council of CITY and the Board of Trustees of DISTRICT.

(e) Termination of this Agreement after commencement of the operation of the Pool, locker and shower facilities shall have the following consequences:

1. CITY shall have no further responsibility for maintenance, cleaning or repairs of the Pool or related facilities, or for payment of utility costs, pursuant to Section 3 of this Agreement.
2. CITY shall be entitled to remove from the Campus any equipment, supplies or furnishings that are the property of

CITY, excepting only fixtures, which shall remain at the Campus.

(f) The obligation of each party pursuant to Section 9 to defend, indemnify and hold harmless the other party and its officers, agents and employees from any and all claims or causes of action that arose prior to such termination shall survive the termination of this Agreement.

SECTION 21. EFFECT OF NON-APPROPRIATION.

(a) CITY's funding of its obligations under this Agreement shall be on a fiscal year basis (July 1 to June 30) subject to annual appropriations. DISTRICT acknowledges that CITY has informed DISTRICT that CITY, a municipal corporation, is precluded by the California State Constitution and other laws from entering into obligations which financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the CITY to appropriate funds for purposes of this Agreement. In the event that CITY fails to appropriate funding for the purposes set forth in this Agreement, the covenants for performance by DISTRICT shall be suspended for only the period of CITY's non-payment due to the failure to appropriate funding.


(b) DISTRICT's funding of its obligations under this Agreement shall be on a fiscal year basis (July 1 to June 30) subject to annual appropriations. CITY acknowledges that DISTRICT has informed CITY that DISTRICT, a California public school district, is precluded by the California State Constitution and other laws from entering into obligations which financially bind future governing

bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the DISTRICT to appropriate funds for purposes of this Agreement. In the event that DISTRICT fails to appropriate funding for the purposes set forth in this Agreement, the covenants for performance by CITY shall be suspended for only the period of DISTRICT's non-payment due to the failure to appropriate funding.

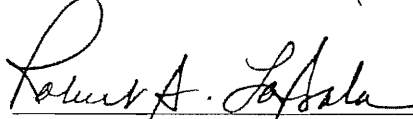
IN WITNESS WHEREOF, CITY and DISTRICT have executed this Agreement on the day and year first above written.

ATTEST:
City Clerk

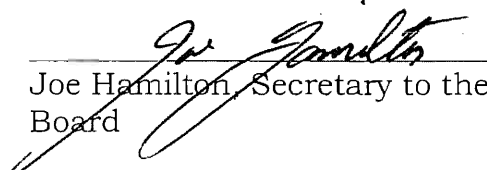
By


Deputy City Clerk

CITY OF SUNNYVALE ("CITY")


City Manager

FREMONT UNION HIGH SCHOOL
DISTRICT ("DISTRICT")


Joe Hamilton, Secretary to the
Board

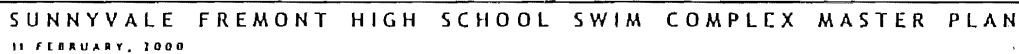
APPROVED AS TO FORM:


City Attorney

APPROVED AS TO FORM:


Legal Counsel for DISTRICT

EXHIBIT A



P J H M

Exhibit B

Proposed Fremont High School Swimming Pool Project

Estimated Construction Cost:

Pool Size	*Hard Cost	**Soft Cost	Total
30m x 25 y (No Bathhouse)	\$1,223,143	\$244,629	\$1,467,772
50m x 25 y (With Bathhouse estimated to cost \$469K plus soft costs)	\$2,399,162	\$479,832	\$2,878,994

*Hard Costs: Construction Cost

**Soft Costs: Architectural, DSA, and Inspection Fees etc.

Estimated Annual Operating Cost:

Pool Size	Water, Elect, Gas, Chemicals and Repairs	Labor for Cleaning and Maintenance	Total
30m x 25 y (No Bathhouse)	\$104,000	\$33,000	\$137,000
50m x 25 y (With Bathhouse estimated to cost \$469K plus soft costs)	\$157,000	\$50,000	\$207,000

Mid August - End of August

Fremont High School Proposed 50m x 25 y Pool (Exhibit B)

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Exhibit C

Revised 2/17/00
Sept - Nov

Fremont High School Proposed 50m x 25 y Pool (Exhibit B)

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Revised 2/17/00

Fremont High School Proposed 50m x 25 y Pool (Exhibit B)

Dec - Jan

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City of Sunnyvale

Revised 4/12/00
Feb - Mid June

Fremont High School Proposed 50m x 25 y Pool (Exhibit B)

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Note: On not more than three (3) Saturdays during Feb. - Mid June, Fremont shall have priority use from 7:00 am - 5:00 pm																								

Note: On not more than three (3) Saturdays during Feb. - Mid June, Fremont shall have priority use from 7:00 am - 5:00 pm

Mid June - Mid August

Fremont High School Proposed 50m x 25 y Pool (Exhibit B)

[illegible]

Revised 2/17/00

Jan - Dec (entire year)

Fremont High School Proposed 50m x 25 y Pool (Exhibit B)

(Sundays Only)

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City of Sunnyvale

Revised 2/17/00
Dec - Mid August

Fremont High School Proposed 50m x 25 y Pool (Exhibit B)

(Saturdays Only)

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City of Sunnyvale

Note: On not more than three (3) Saturdays during Feb. - mid June, Fremont shall have priority use from 7:00 am - 5:30 pm

Note: On not more than three (3) Saturdays during Feb. - mid June, Fremont shall have priority use

from 7:00 am - 5:30 pm

Revised 2/17/00
Mid Aug. - Nov.

Fremont High School Proposed 50m x 25 y Pool (Exhibit B)

(Saturdays Only)

Lanes	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	
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Fremont Water Polo

City of Sunnyvale

**FIRST AMENDMENT TO AGREEMENT DATED JULY 18, 2000,
BETWEEN CITY OF SUNNYVALE AND THE FREMONT UNION HIGH
SCHOOL DISTRICT FOR THE DEVELOPMENT AND OPERATION OF
A 50 METER SWIMMING POOL AND RELATED FACILITIES AT
FREMONT HIGH SCHOOL**

THIS AMENDMENT is made and entered into this 15th day of September, 2003, by and between the CITY OF SUNNYVALE, a municipal corporation of the State of California, herein called "CITY," and FREMONT UNION HIGH SCHOOL DISTRICT OF SANTA CLARA COUNTY, herein called "DISTRICT." This Amendment is the first Amendment to the Agreement dated July 18, 2000, between the CITY and the DISTRICT, entitled "Agreement Between City of Sunnyvale and the Fremont Union High School District for the Development and Operation of a 50 Meter Swimming Pool and Related Facilities at Fremont High School" (hereinafter, "AGREEMENT").

RECITALS

WHEREAS, Section 18 of the AGREEMENT provides that the AGREEMENT may be amended only by written instrument, signed by both CITY and DISTRICT.

WHEREAS, Section 6 of the AGREEMENT states that the Schedule shall be subject to adjustment upon the written approval of the Superintendent of DISTRICT and the Director of Parks and Recreation of CITY, or their designees.

NOW, THEREFORE, the parties agree as follows:

1. For purposes of schedule changes under Section 6, Paragraphs (b) and (c), written notification from the DISTRICT shall be official if signed by one of the following persons: Superintendent, Chief Business Officer – Associate Superintendent, Director of Business and Property Services, Fremont High School Principal, or Fremont High School Assistant Principal in charge of Activities.

2. For purposes of schedule changes under Section 6, Paragraphs (b) and (c), written notification from the CITY shall be official if signed by one of the following persons: Director of Parks and Recreation or the Leisure Services Manager.

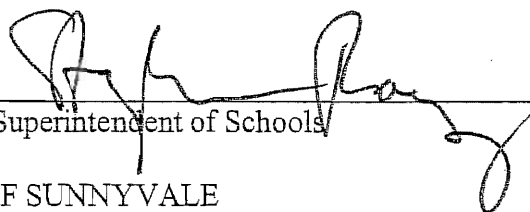
3. DISTRICT, when notifying CITY of schedule changes under Section 6, Paragraphs (b) and (c), shall complete the form entitled "Schedule Changes" attached hereto as Exhibit A, and shall deliver the same to the CITY. CITY shall review the Schedule changes and respond to DISTRICT within a reasonable amount of time.

4. Written notification of schedule changes pursuant to Section 6(c)(3) of the AGREEMENT must be either hand-delivered or sent by E-mail. Other written notifications made under Section 6, Paragraphs (b) and (c), may be hand-delivered, E-mailed, or sent by U.S. Mail.

5. Written notification via E-mail shall not be deemed effective unless actually received and read by the person to whom the E-mail is addressed.

6. Except for the foregoing, all other provisions of the AGREEMENT remain in full force and effect.

FREMONT UNION HIGH SCHOOL DISTRICT

By 
Superintendent of Schools

Date 9-17-03

CITY OF SUNNYVALE

By 
Director of Parks & Recreation

Date 9/22/03

By 
City Attorney

Date 9/22/03

Agreement Between the Fremont Union High School District and the City of Sunnyvale for the Operation of the 50Meter Swimming Pool and Related Facilities at Fremont High School

Amendment #1 Exhibit A – Schedule Changes Calendar Year _____

Section 6. (c) 1. – 90 Day written notice to City to extend past 6:00 p.m. on weekdays (maximum of 5 weekdays):

Date of Request	Date and Time of Activity	District Personnel Requesting Change	City Personnel Approving Change	Date of Approval

Section 6. (c) 2. –7 Day written notice to City to extend past 6:00 p.m. on weekdays (maximum of 5 weekdays):

Date of Request	Date and Time of Activity	District Personnel Requesting Change	City Personnel Approving Change	Date of Approval

Section 6. (c) 3. – As soon as possible written notice to City to extend past 6:00 p.m. on weekdays (maximum of 5 weekdays):

Date of Request	Date and Time of Activity	District Personnel Requesting Change	City Personnel Approving Change	Date of Approval

Note: Per the Agreement, at least annually, the District and City shall meet to discuss the Schedule and any desired adjustments

Agreement Between the Fremont Union High School District and the City of Sunnyvale for the Operation of the 50Meter Swimming Pool and Related Facilities at Fremont High School

Amendment #1 Exhibit A – Schedule Changes Calendar Year _____

Section 6. (c) 1. – 90 Day written notice to City to extend past 6:00 p.m. on weekdays (maximum of 5 weekdays):

Date of Request	Date and Time of Activity	District Personnel Requesting Change	City Personnel Approving Change	Date of Approval

Section 6. (c) 2. –7 Day written notice to City to extend past 6:00 p.m. on weekdays (maximum of 5 weekdays):

Date of Request	Date and Time of Activity	District Personnel Requesting Change	City Personnel Approving Change	Date of Approval

Section 6. (c) 3. – As soon as possible written notice to City to extend past 6:00 p.m. on weekdays (maximum of 5 weekdays):

Date of Request	Date and Time of Activity	District Personnel Requesting Change	City Personnel Approving Change	Date of Approval

Note: Per the Agreement, at least annually, the District and City shall meet to discuss the Schedule and any desired adjustments

**SECOND AMENDMENT TO AGREEMENT BETWEEN CITY OF
SUNNYVALE AND FREMONT UNION HIGH SCHOOL DISTRICT FOR THE
DEVELOPMENT AND OPERATION OF A 50 METER SWIMMING POOL
AND RELATED FACILITIES AT FREMONT HIGH SCHOOL**

THIS SECOND AMENDMENT, dated February 24, 2004, is by and between CITY OF SUNNYVALE, a municipal corporation of the State of California, herein called "CITY" and FREMONT UNION HIGH SCHOOL DISTRICT OF SANTA CLARA COUNTY, herein called "District" and amends the Agreement between the parties dated July 18, 2000.

WHEREAS, pursuant to the July 18, 2000 Agreement between CITY and DISTRICT a 50 meter pool opened for operation on June 26, 2002; and

WHEREAS, it has been determined some refinement is needed to the provisions in that Agreement pertaining to parking and enforcement thereof, and Section 18 of the Agreement provides for amendment by written instrument;

NOW, THEREFORE, the parties agree as follows:

Section 7 of the Agreement is amended to read:

SECTION 7. PARKING ON CAMPUS

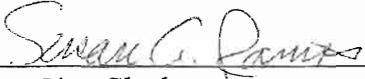
(a) DISTRICT shall reserve thirty-five (35) parking spaces at the Campus for exclusive use of community users between 5:00 a.m. and 5:00 p.m. on school days only. The parking spaces shall be signed "Reserved for Pool Use" or similar language. CITY shall enact an appropriate ordinance making it unlawful for any person to park in violation of said restriction. DISTRICT hereby authorizes CITY to enforce such ordinance on DISTRICT property. DISTRICT recognizes that Public Safety Officers may enter into the parking lot for the purposes of such enforcement.

(b) When school is not in session, the general public may use other spaces at the Campus for parking on a first-come-first-serve basis.

As modified above, all terms and conditions of the July 18, 2000 Agreement remain in full force and effect.

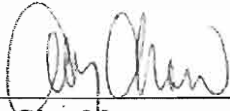
IN WITNESS WHEREOF, CITY and DISTRICT have executed this Amendment.

ATTEST:



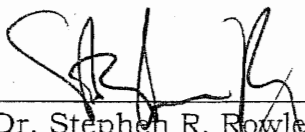
City Clerk

CITY OF SUNNYVALE ("CITY")



City Manager

FREMONT UNION HIGH SCHOOL
DISTRICT ("DISTRICT")



Dr. Stephen R. Rowley
Superintendent

APPROVED AS TO FORM:



Asst. City Attorney

**THIRD AMENDMENT TO USE AGREEMENT BETWEEN CITY OF SUNNYVALE AND
FREMONT UNION HIGH SCHOOL DISTRICT FOR THE DEVELOPMENT AND
OPERATION OF A 50 METER SWIMMING POOL AND RELATED FACILITIES AT
FREMONT HIGH SCHOOL**

THIS THIRD AMENDMENT ("Amendment"), dated 1/8, ⁴ __, 2018, is made by and between the CITY OF SUNNYVALE, a municipal corporation of the State of California, herein called "City" and the FREMONT UNION HIGH SCHOOL DISTRICT, a public school district duly organized and validly existing under the laws of the State of California, herein called "District," and amends the Development and Operation Agreement between the parties dated July 18, 2000 ("Agreement"), as last amended on February 24, 2004.

RECITALS

WHEREAS, pursuant to the Agreement, the 50-meter pool and ancillary facilities were opened for operation on June 26, 2002; and

WHEREAS, due to deteriorating conditions, the District and City have discovered significant repairs that must be performed on the pool bathhouse, also known as the pool house facility ("Pool House"); and

WHEREAS, the District and City desire to share the costs associated with repairing and/or replacing portions of the Pool House; and

WHEREAS, Section 18 of the Agreement provides for amendment by written agreement of the Parties.

NOW, THEREFORE, in light of the foregoing facts, it is mutually agreed as follows:

Section 1: The Agreement is amended to add a new Section 22, as follows:

SECTION 22. REPAIRS AND/OR REPLACEMENT OF POOLHOUSE

(a) The Pool House Repair Project. DISTRICT and CITY agree to make any and all repairs necessary to address mold, damage and other deterioration of portions of the Pool House ("Pool House Repair Project"). At a minimum, the Pool House Repair Project shall include all items listed on the Pool House Repair Project List set forth in **Exhibit "AA,"** attached hereto and incorporated herein by reference.

(b) Preparation of Plans and Specifications. DISTRICT shall be responsible for causing to be prepared the design and the construction plans and specifications for the Pool House Repair Project. DISTRICT shall submit plans and specifications to the CITY for review at 50% design and for approval prior to bidding the project. The plans and specifications shall be consistent with the Conceptual Plans for the Pool House Repair Project, attached hereto and incorporated herein as **Exhibit "BB."**

(c) Project Approval, Construction and Oversight. DISTRICT shall comply with the Sections 1(c), (e) and (f) prior to and during the construction of the Pool House Repair Project. However, award of the construction contract shall not occur without the City's approval.

(d) Temporary Closure of Pool House. The Pool House will be closed during construction of the Pool House Repair Project. CITY shall maintain the right to use and operate the Swimming Pool during construction. During construction, which is planned during summer 2014, DISTRICT shall permit use of student locker rooms for community pool use when school is not in session. If construction continues into the fall, when DISTRICT will resume use of student locker rooms, DISTRICT shall allow a temporary changing area to be placed upon DISTRICT property by CITY until completion of construction.

(e) Project Cost Sharing. DISTRICT and CITY shall each pay fifty percent (50%) of the costs associated with the investigation, design, plans, specifications and construction of the Pool House Repair Project this includes the damage Assessment Report that was performed in April 30, 2012 and all associated deconstructive testing and investigation ("Pool House Repair Project Costs"). DISTRICT shall be responsible for direct payment of all costs associated with the Pool House Repair Project. Total project costs are currently estimated at \$1,586,889.00, including contingencies. Based on the preliminary estimate, the total contribution by CITY shall not exceed \$793,444.00. Should the proposed project construction bids show that total project costs will likely exceed the preliminary estimate of \$1,586,889.00, the parties shall meet and confer within 10 business days to determine whether to accept the successful bid or rebid the project. DISTRICT shall notify CITY at least five business days in advance of executing any construction change orders in excess of \$5,000 in accordance with Section 1(e) of the Agreement. DISTRICT shall notify CITY monthly about all executed contract changes, and contractor claims for additional compensation. At the beginning of each month, DISTRICT shall submit invoices to the CITY for costs expended in the prior month. CITY shall reimburse DISTRICT within thirty (30) days from the date of the invoice. At any point, should the project costs exceed the current estimate, the parties must meet and confer within 10 days to determine a solution.

(f) On-Going Maintenance of Pool House. Following completion of the Pool House Repair Project, CITY shall be responsible, at its sole expense, for providing regular preventive and routine maintenance as necessary to keep the Pool House in a good and serviceable condition including the repair and/or replacement of building systems and components including but not limited to: plumbing, electrical, heating and air conditioning, roofing, interior and exterior finishes, and structural components of the building.

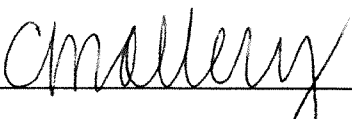
(g) Pool House Ownership. Ownership to the Pool House shall remain vested in the District.

Section 2: All other provisions of the Agreement, as amended, remain in full force and effect.

ACCEPTED AND AGREED on the date indicated below:

Dated: 1, 8, 201⁴

**FREMONT UNION HIGH SCHOOL
DISTRICT**

By: 

**CHRISTINE MALLERY
CBO / ASSOCIATE SUPERINTENDENT
FREMONT UNION HIGH SCHOOL DISTRICT**

Dated: January, 5, 2013

CITY OF SUNNYVALE

By: 

Print Name: Robert Walker

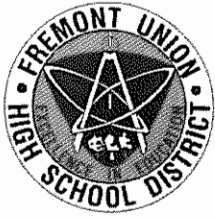
Print Title: Interim City Manager

APPROVED AS TO FORM:

By: 

Print Name: ROBERT BOCO

Print Title: Assistant City Attorney



Fremont Union High School District

589 W. Fremont Ave.
Sunnyvale, CA. 95087
408-522-2203 fax: 408-522-2234

Exhibit AA

Pool House Estimated Cost of Construction

Please see attached PDF Documents

1. BMR Construction Management Estimate of Project Costs

2. Noll and Tam Design Services not to exceed cost

3. Additional Estimate Addendum

BMR Construction Management, Inc.

Project: Fremont HS Pool House

Date: November 14, 2013

Description	Quantity	Unit	Unit Cost	Subtotal	Total	Cost SF
Design Development Estimate of Probable Construction Cost						
	3,130	GSF	excl covered walkways			
FOUNDATIONS						
SUBSTRUCTURE						
Slab-on-grade						
dowels at perimeter	80	EA	\$30.00	2,400		
5" slab w/ vapor barrier, crushed rock	365	SF	\$11.00	4,015		
add floor drains & cleanouts						
layout for slab sawcut	8	HRS	\$100.00	800		
sawcut slab	8	HRS	\$175.00	1,400		
demo & remove concrete 1.6 cy x 1.7	2.7	TRKYDS	\$600.00	1,620		
epoxied dowels to (E) slab edge at 14" o.c.	70	EA	\$30.00	2,100		
remove 4" for CL2 AB	1.25	CY	\$300.00	375		
compact infill bottom	2	HRS	\$100.00	200		
place 4" CL2 AB	2.5	TNS	\$100.00	250		
waterproofing prior to infill	140.0	SF	\$10.00	1,400		
infill slab cutouts incl locker bases	1.6	CY	\$750.00	1,200		
Wingwalls at ADA showers						
(N) Curb	4.0	LF	\$45.00	180		
Frame Walls	4.0	HRS	\$100.00	400		
Framing Materials	1.0	LS	\$100.00	100		
					16,440	5.25
EXTERIOR CLOSURE						
Exterior Walls						
Remove (E) entry doors to Men's & Womens	6	HRS	\$120.00	720		
and store for re-installation	2	HRS	\$94.00	188		
Demo to widen door opening at Women's	2	HRS	\$94.00	188		
Modify framing at door opening	4	HRS	\$120.00	480		
Swap doors, frames, hdwr, & reinstall	8	HRS	\$120.00	960		
Repair exterior insulation	1	HRS	\$120.00	120		
Patch lath, trims & plaster at ext of Women's	8	HRS	\$100.00	800		
Patch & finish drywall at int of Men's/Womens	4	HRS	\$120.00	480		
Touch-up exterior & interior paint	4	HRS	\$100.00	400		
Patch lath, trims & plaster at ext of Mech Rm	8	HRS	\$100.00	800		
paint	4	HRS	\$100.00	400		
Thermal insulation R-19	2,750	SF	\$0.65	1,788		
Roof						
Thermal insulation R-30	3,130	SF	\$1.50	4,695		
					12,019	3.84
ROOFING						
Roof Coverings						
Cricket 85' x 4' Tapered	340	SF	\$7.00	2,380		
Fiberboard underlayment for roofing	1,520	SF	\$0.80	1,216		
Built-up roofing	1,520	SF	\$8.00	12,160		
turn roofing up inside of parapet	235	SF	\$7.00	1,645		
Premium for modified bitumen roofing	1,755	SF	\$3.00	5,265		

Date: November 14, 2013

Description	Quantity	Unit	Unit Cost	Subtotal	Total	Cost SF
Design Development Estimate of Probable Construction Cost						
Flashing	235	LF	\$8.00	1,880		
upgrade parapet flashing incl demo, rev flash, patch & paint	1	LS	\$6,000.00	6,600		
Stock from storage & re-install (2) 6'- 6 x 4'- 6 skylights at mechanical well & roof hatch	16	HRS	\$120.00	1,920		
Repair RWL (allowance)	1	LS	\$5,000.00	5,000	38,066	12.16
INTERIOR CONSTRUCTION						
Acoustical batt insulation	3,290	SF	\$0.65	2,139		
Frame (N) soffits at S. side to conceal ductwork	65	SF	\$15.00	975		
Gypsum board - Denshield	8,970	SF	\$2.90	26,013		
Level 5 finish where no tile	6,745	SF	\$1.60	10,792		
deduct for Dens Armor Plus	4,310	SF	(\$0.40)	(1,724)		
Dens Armor Plus at soffits to cover ductwork	65	SF	\$7.00	455		
sound caulking at sill		LF	\$2.45	-		
sound caulking at roof deck		LF	\$3.05	-		
Firecaulk at partition head		LF	\$12.00	-		
GWB ceilings - Denshield	2,790	SF	\$4.25	11,858		
premium for Level 5 finish	2,790	SF	\$1.60	4,464		
Fittings/Specialties						
White boards 8' x 4'	1	EA	\$425.00	425		
Tackboards	975	SF		deleted		
Signage	20	EA	\$100.00	2,000		
Lockers						
Single Tier	26	EA	\$500.00	13,000		
Dbi Tier	68	EA	\$600.00	40,800		
Reinstall Lks at staff training	1	LS	\$720.00	720		
Benches	44	LF	\$50.00	2,200		
ADA Bench	2	EA	\$445.00	890		
Toilet partitions, solid phenolic	7	EA	\$1,200.00	8,400		
Urinal screens, solid phenolic	2	EA	\$600.00	1,200		
Toilet accessories	29	EA	\$50.00	1,450		
Hand/Hair & Suit dryer	6	EA	\$600.00	3,600		
Swimsuit dryer	1	EA	\$800.00	deleted		
Coat hooks	27	EA	\$50.00	1,350		
Stock from storage, reinstall stair safety post						
roof access ladder backing, access ladder	8	HR	\$120.00	960		
Interior Finishes						
Wall Finishes						
Rubber base 4"	325	LF	\$1.75	569		
Ceramic tile base at restrooms	110	LF	\$10.00	1,100		
Ceramic tile at rstms/shwr/vest epoxy grout	3,050	SF	\$17.00	51,850		
Premium for Grace Permabarrier at shower						
walls incl ADA wingwalls	1,270	SF	\$4.00	5,080		
Painting - doorframes	14	EA	\$75.00	1,050		
- drywall	7,760	SF	\$0.90	6,984		
Floor Finishes						
Carpet/lino	790	SF	\$6.00	4,740		
Ceramic tile at shwrs/patch epoxy grout	450	SF	\$24.00	10,800		
Grace Bituthene WP at shw flrs	365	SF	\$5.00	1,825		

Date: November 14, 2013

Description	Quantity	Unit	Unit Cost	Subtotal	Total	Cost SF
Design Development Estimate of Probable Construction Cost						
Ceiling Finishes						
12x12 acoustical tile ceiling	960	SF	\$4.50	4,320		
vapor barrier betw locker/shower rm joists and GWB ceilings	1,070	SF	\$0.75	803		
Painting						
- GWB ceilings, soffits, fascias	2,790	SF	\$0.90	2,511		
					223,597	71.44
MECHANICAL						
Plumbing						
Selective demo						
Sawcut concrete for SS underground	10	HRS	\$175.00	1,750		
Remove concrete & dispose (4.2 cy x 1.7)	7	TRKYDS	\$550.00	3,850		
Remove fixt's, showers & drains	40	EA	\$110.00	4,400		
disconnect AC units at roof	3	EA	\$250.00	750		
Gas to mech units						
conn to AC units incl SOV,dirt leg & union	3	EA	\$175.00	525		
Water closet	7	EA	\$2,050.00	14,350		
Urinal	3	EA	\$1,700.00	5,100		
Lavs	4	EA	\$2,000.00	8,000		
ADA shower incl grab bar & bench, SH-4	2	EA	\$3,350	6,700		
Replace shwr head/cntrl's	16	EA	\$500.00	8,000		
Exterior showers						
replace regular units in kind	2	EA	\$700.00	1,400		
replace accessible unit in kind	1	EA	\$2,000.00	2,000		
Janitors sink		EA	\$3,000.00	deleted		
remove/replace faucet only	1	EA	\$740.00	740		
Hi-low drinking fountains	1	EA	\$2,500.00	2,500		
Water heater	1	EA	\$30,380.00	30,380		
1 1/2" gas piping	30	LF	\$70.00	2,100		
Floor sink in Mech Rm for WHTR	1	EA	\$1,200.00	1,200		
Floor drain	4	EA	\$1,200.00	4,800		
Trap primer	2	EA	\$500.00	1,000		
Refrigerator icemaker		EA	\$250.00	-		
Dishwasher hook-up/vent		EA	\$350.00	-		
Washer water & drain wall box		EA	\$1,350.00	-		
Hose bibb		EA	\$150.00	-		
Trench drain	70	LF	\$200.00	14,000		
Floor cleanout	6	EA	\$350.00	2,100		
Wall cleanout	4	EA	\$250.00	1,000		
Wall access panel	6	EA	\$200.00	1,200		
Circulating pump	1	EA	\$500.00	500		
Underground	172	LF	\$45.00	7,740		
point of connection	4	EA	\$580.00	2,320		
CW distribution	20	LF	\$40.00	800		
HW & HWR distribution	190	LF	\$35.00	6,650		
Tempered mixing valve	3	EA	\$2,000.00	6,000		
Ceiling access panel		EA	\$200.00	-		
Sterilization		LS	\$2,000.00	-		
					141,855	45.32
HVAC						
Mechanical units & controls		GSF				
demo (E) rooftop equipment	3	EA	\$500.00	1,500		

Date: November 14, 2013

Description	Quantity	Unit	Unit Cost	Subtotal	Total	Cost SF
Design Development Estimate of Probable Construction Cost						
R&R exhaust fans	5	EA	\$1,200.00	6,000		
Install new ductwork	3	EA	\$4,000.00	12,000		
(N) HV units	3	EA	\$15,000.00	45,000		
Add EMS to units	1	LS	\$10,000.00	10,000		
					74,500	23.80
Fire Protection					not required	
ELECTRICAL						
Power & distribution						
Selective Demolition						
(E) fixtures	64	EA	\$55	\$3,520.00		
Remove/reinstall panel	4	EA	\$2,200	\$8,800.00		
Remove/reinstall backboard	1	EA	\$1,000	\$1,000.00		
Disconnect/re-connect transformer	1	EA	\$3,500	\$3,500.00		
Replace cover plate	40	EA	\$20	\$800.00		
Replace duplex outlet	28	EA	\$175	\$4,900.00		
Hand dryer connection only - use ex. Ckt.	6	EA	\$175	\$1,050.00		
Swim suit water extractor - conn. Only	2	EA	\$175	deleted		
120V circuit for hot water heater	1	EA	\$475	\$475.00		
Disconnect (E) and connect (N) exhaust fan	5	EA	\$735	\$3,675.00		
Lighting incl controls						
note that all lighting pricing is based on using existing power circuits						
A 1x4 Fl. Wrap fixture - in rows	53	EA	\$375	\$19,875.00		
A1 1x4 with 2-lamp em powerpk	12	EA	\$445	\$5,340.00		
X Exit light	8	EA	\$425	\$3,400.00		
Replace cover plate	12	EA	\$20	\$240.00		
(N) dual-switch wall occ sensor	8	EA	\$420	\$3,360.00		
(N) ceiling occ sensor	10	EA	\$495	\$4,950.00		
(N) 2-gang switching	5	EA	\$340	\$1,700.00		
(N) LCP	1	EA	\$8,500	\$8,500.00		
Add conductor for 2 gang switching	16	HRS	\$125	\$2,000.00		
					77,085	24.63
Special Electrical Systems						
Selective Demolition						
Fire alarm						
Selective Demolition						
Document & tag (E) wiring prior to demo	8	HRS	\$125	\$1,000.00		
Remove (E) devices leaving wiring for reuse	17	EA	\$65	\$1,105.00		
Rework/Add conduit as needed	16	HRS	\$125	\$2,000.00		
Strobe		EA	\$495			
Horn strobe	8	EA	\$495	\$3,960.00		
Horn	2	EA	\$495	\$990.00		
WP horn	1	EA	\$595	\$595.00		
Smoke detector (N) location	14	EA	\$495	\$6,930.00		
Heat detector (new location)	4	EA	\$495	\$1,980.00		
R&R Remote notification power supply	1	EA	\$1,450	\$1,450.00		
Fire watch while (N) devices are being during fire alarm work						
(est 1-wk x 10 hrs/day)	50	HRS	\$50	\$2,500.00		

Date: November 14, 2013

Description	Quantity	Unit	Unit Cost	Subtotal	Total	Cost SF
Design Development Estimate of Probable Construction Cost						
Tel/data						
New phone/data jack - existing location	9	EA	\$165	\$1,485.00		
Paging, intercom - labor only						
incl speakers removed & re-installed	10	EA	\$295	\$2,950.00		
Clock - existing location - labor only	6	EA	\$295	\$1,770.00		
					\$28,715.00	9.17
EQUIPMENT & FURNISHINGS						
Furnishings						
Casework						
Solid phenolic panel base cabinet	16	LF	\$370.00	5,920		
Solid phenolic countertop x 24"	40	SF	\$100.00	4,000		
Storage cabinet x 7'- 0		LF	\$200.00	deleted		
					9,920	3.17
SPECIAL CONSTRUCTION & DEMOLITION						
Special construction						
Building elements demolition						
Sawcut concrete	1.0	LS	\$500.00	500		
dump fees (5.8 cy x 2 tns/cy)	14.0	TNS	\$12.00	168		
remove concrete slab-on-grade	7.0	CY	\$300.00	2,100		
Remove/salvage items for District		SM	\$200.00	-		
Remove roof hatch, access ladder & stair		LG	\$400.00	-		
safety post & store for re-installation	6	HRS	\$94.00	564		
Remove (2) mech well skylights & store for re-installation	10	HRS	\$94.00	940		
Remove soffit GWB & framing at S. side						
for revised soffit framing to cover ductwork	24	HRS	\$94.00	2,256		
Remove roofing & fiberboard	1,520	SF	\$2.00	3,040		
Remove door leafs	2	EA	\$33.00	66		
Remove doorframes	2	EA	\$65.00	130		
Remove carpet		SF	\$0.50	see Hazmat		
Remove ceramic tile floor finish		SF	\$2.00	-		
Debris boxes (30 cy)	2	EA	\$800.00	1,600		
(15 cy) for conc, tile, mortar	1	EA	\$400.00	400		
					11,764	3.76
SITE WORK						
Subtotal				633,961	633,961	
General requirements (4 mos)	88	WD	\$1,000	88,000		
temp fence & gates	450	LF	\$8.00	3,600		
final clean	3,130	SF	\$0.50	1,565		
Subtotal				727,126		
Design contingency	5	%	\$	727,126	36,356	
Subtotal					763,482	
Construction Contingency	10	%	\$	763,482	76,348	
Subtotal					839,830	
GL insurance	1.5	%	\$	839,830	12,597	
Performance & payment bonds	1.5	%	\$	839,830	12,597	
Subtotal					865,025	
Labor, Market & Materials Adjustment	10.0	%	\$	865,025	86,503	
Subtotal					951,528	
Overhead & profit	8.0	%	\$	951,528	76,122	
Total Probable Construction Cost					\$ 1,027,650	328.32

Date: November 14, 2013

Description	Quantity	Unit	Unit Cost	Subtotal	Total	Cost SF
Design Development Estimate of Probable Construction Cost						
Soft Costs						
Expenses to Date - Invoice No. 1				96,080		
Expenses to Date - Invoice No. 2				37,083		
Abatement Allowance				80,000		
Projected soft costs				200,000		
AE Fee				137,000		
Total Projected Soft Costs					\$ 550,163	
Total Probable Project Cost					\$ 1,577,813	
Costs proposed but not yet billed					\$ 9,076	
Total Projected Project Cost					\$ 1,586,889	
QUALIFICATIONS:						
1. Based upon a 4-month construction schedule.						
2. Abatement & Demo performed under a separate contract covered by the allowance, as directed by Kitchell CEM						
3. It is assumed that the removal of existing low voltage devices and the mapping of their location and wiring is included in the demolition contract.						
4. Based upon the 2013 CBC						
5. If the project does does not progress so as to fall under the 2013 CBC, we anticipate an increase of about 5% to mechanical costs or about \$6,000, about 20% to electrical, lighting & lighting controls, or about \$8,000. and \$10,000 for commissioning per 2013 CBC						

5 August 2013

Tom Millman
Sr. Program Manager
Kitchell CEM
589 W. Fremont Avenue
Sunnyvale, Ca 94087

Re: Fremont High School Pool House Repair Project
Fee Estimate

Hello Tom,

Per your request we are providing the following fee estimate for Design Services from Schematic Design through Construction Administration for the Fremont High School Pool House Repair Project. This estimate is based upon our understanding of the scope and requirements of the project.

The total fee for Design Services is not to exceed **\$137,000**.

Regards,



Chris Noll
Noll & Tam Architects

architects and planners

noll tam

720 Fremont Avenue

Berkeley

CA 94704

510.845.8785

www.nolltam.com

1001.0000000000000000

Noll & Tam Architects
 729 Heinz Avenue
 Berkeley, CA 94710

Fremont High School Pool House Repairs

Sunnyvale, CA

17 September, 2013

		DESIGN DEVELOPMENT	CONSTRUCTION DOCUMENTS	BIDDING AND NEGOTIATION	CONSTRUCTION ADMINISTRATION	PROJECT CLOSEOUT	TOTALS
Basic Service	Consultant						
Architectural Services	Noll & Tam	\$20,040	\$31,725	\$3,250	\$23,250	\$2,000	\$80,265
Structural Engineering	Hohbach Lewin	\$0	\$6,050	\$0	\$2,200	\$0	\$8,250
Mechanical Engineering	Capital Engineering	\$4,950	\$9,900	\$990	\$3,960	\$0	\$19,800
Electrical Engineering	Integral Group	\$2,750	\$4,675	\$0	\$1,100	\$0	\$8,525
Waterproofing	WJE	\$0	\$5,280	\$0	\$0	\$0	\$5,280
Specifications	Pawprints	\$1,650	\$2,200	\$0	\$0	\$0	\$3,850
Cost Estimating	BMR	\$2,750	\$2,750	\$0	\$0	\$0	\$5,500
Signage	Matthew Willaims	\$2,200	\$2,200	\$0	\$1,100	\$0	\$5,500
Subtotal Basic Services		\$34,340	\$64,780	\$4,240	\$31,610	\$2,000	\$136,970
Reimbursable Expense Allowance		\$0	\$0	\$0	\$0	\$0	\$0

Total Proposed Fee \$136,970

Additional Estimate Addendum

This estimate addendum is provided to address the fact that the estimate provided as a PDF in attachment AA does not include cost for abatement and Hazmat oversight by a qualified consultant. The costs provided herein are conceptual in nature until the entire scope of the project can be determined and agreed to by both parties. Based on similar size projects done in the Fremont District's Measure B Bond program including both abatement of hazardous materials and qualified over sight, an additional cost of \$80,000.00 should be considered as part of the project costs.



Fremont Union High School District

589 W. Fremont Ave.
Sunnyvale, CA. 95087
408-522-2203 fax: 408-522-2234

Exhibit BB

Copy of Construction Documents (Plans)

Copy of Construction Specifications

ftp://205.173.40.40/Public/DRAWINGS_MEASURE%20B_DESIGN%20PLANS%20IN%20PROGRESS/FHS/FHS%20Pool%20House%20Repair/20131025_FHS%20Pool%20House%20Repair_DD%20Set/

**FOURTH AMENDMENT TO USE AGREEMENT BETWEEN CITY OF SUNNYVALE
AND FREMONT UNION HIGH SCHOOL DISTRICT FOR THE DEVELOPMENT AND
OPERATION OF A 50 METER SWIMMING POOL AND RELATED FACILITIES AT
FREMONT HIGH SCHOOL**

THIS FOURTH AMENDMENT ("Amendment"), dated _____, **2014**, is made by and between the CITY OF SUNNYVALE, a municipal corporation of the State of California, herein called "City" and the FREMONT UNION HIGH SCHOOL DISTRICT, a public school district duly organized and validly existing under the laws of the State of California, herein called "District," and amends the Development and Operation Agreement between the parties dated July 18, 2000 ("Agreement"), as last amended on January 8, 2014.

RECITALS

WHEREAS, pursuant to the Agreement, the 50-meter pool and ancillary facilities were opened for operation on June 26, 2002; and

WHEREAS, due to deteriorating conditions, the District and City discovered significant repairs that must be performed on the pool bathhouse, also known as the pool house facility ("Pool House"); and

WHEREAS, the District and City executed a Third Amendment to the Agreement on January 8, 2014, in order to share the costs associated with repairing and/or replacing portions of the Pool House; and

WHEREAS, the costs associated with repairing and/or replacing portions of the Pool House ("the Project") were estimated at \$1,586,889.00, including contingencies, with a CITY contribution not exceed to \$793,444.00.

WHEREAS, the costs associated with the Project have now increased; and

WHEREAS, Section 18 of the Agreement provides for amendment by written agreement of the Parties.

NOW, THEREFORE, in light of the foregoing facts, it is mutually agreed as follows:

Section 1: The Agreement is amended to replace Section 22(e), as follows:

**SECTION 22. REPAIRS AND/OR REPLACEMENT OF
POOLHOUSE**

(a)-(d) [text unchanged]

(e) Project Cost Sharing. DISTRICT and CITY shall each pay fifty percent (50%) of the costs associated with the investigation, design, plans,

specifications and construction of the Pool House Repair Project which includes the damage Assessment Report that was performed in April 30, 2012 and all associated deconstructive testing and investigation ("Pool House Repair Project Costs"). DISTRICT shall be responsible for direct payment of all costs associated with the Pool House Repair Project. Total project costs are currently estimated at **\$2,200,000.00**, including contingencies. The total contribution by CITY shall not exceed **\$1,100,000.00**. DISTRICT shall notify CITY at least five business days in advance of executing any construction change orders in excess of \$5,000 in accordance with Section 1(e) of the Agreement. DISTRICT shall notify CITY monthly about all executed contract changes, and contractor claims for additional compensation. At the beginning of each month, DISTRICT shall submit invoices to the CITY for costs expended in the prior month. CITY shall reimburse DISTRICT within thirty (30) days from the date of the invoice. At any point, should the project costs exceed the current estimate, the parties must meet and confer within 10 days to determine a solution.

(f)-(g) [text unchanged]

Section 2: All other provisions of the Agreement, including Amendments, remain in full force and effect.

ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 2014

Dated: _____, 2014

**FREMONT UNION HIGH SCHOOL
DISTRICT**

CITY OF SUNNYVALE

By: _____

By: _____

Print Name: Polly Bove
Print Title: Superintendent

Print Name: _____
Print Title: _____

APPROVED AS TO FORM:

By: _____
Print Name: _____
Print Title: _____

Fremont Pool House Repairs and Modifications 2013 - 2014 Summary of Costs

<u>Vendor</u>	<u>Description</u>	<u>Amount</u>	<u>Invoice #</u>
Plan Printing ARC	Plan Reproduction	\$431.53	1
Beals Martin	Contractor	\$37,768.00	1
		\$16,772.00	2
Z-Con	Abatement Contractor	\$4,800.00	1
		\$6,800.00	2
Subdynamics	Locating	\$1,283.75	1
Steve Donahue	Management	\$25,166.00	1
Haz Mat Doc	Abatement Consultant	\$5,635.00	1
		\$10,035.00	2
	Asbestos & Lead Sampling Report	\$1,120.00	3
	Abatement Services, Testing & Specifications	\$12,935.00	4
Noll and Tam	Architect Assessment	\$30,549.00	1
	Reimbursibles	\$500.00	3
	Architectural Services (proposal amount)	\$145,662.00	3
	Amendment #3	\$16,385.00	
Blach Construction	Preconstruction Drawings (proposal amount)	\$33,360.00	3
	Construction (proposal amount)	\$1,674,561.00	3
C2G	Legal Description	\$1,800.00	3
Cal Compliance	Inspection Services	\$36,550.00	3
David J. Powers	CEQA (proposal amount)	\$1,700.00	3
Div. of State Architect	Plan Field Review Fees	\$10,957.38	3
Fed Ex	Shipping to Noll & Tam	\$28.38	3
Spartan Engineering	Fire Alarm Work	\$169.38	4
Smith Emery	Special Testing & Inspections	\$8,978.00	4
	Total of contracts (not all billed to date)	\$2,083,946.42	

Outstanding costs not listed above as estimated:

	additional HVAC - estimate	\$6,500.00
Syserco	Controls for kW, Gas meters, & bldg. exterior lights	\$4,732.00
Noll & Tam	Extra Architectural Services	\$28,000.00
Div of State Architect	Occupancy Permit - estimate	\$10,000.00
		\$2,133,178.42

City share (50%)

\$1,066,589.21

* Invoice # listed is first appearance of charges, though may have been only partially paid to date

*"Proposal Amount" if not all paid as part of the initial invoice



City of Sunnyvale

Agenda Item

14-1026

Agenda Date: 11/25/2014

REPORT TO COUNCIL

SUBJECT

Award of Contract for Three Service Trucks (F15-26)

REPORT IN BRIEF

Approval is requested to award a contract to Tracy Ford in the amount of \$129,764 for three service trucks to be used by the Departments of Public Works and Environmental Services for materials transportation and maintenance work.

ENVIRONMENTAL REVIEW

N/A

BACKGROUND AND DISCUSSION

The replacement of City vehicles is based on hours of operation, miles traveled, equipment condition, maintenance costs and budgeted replacement funding. Thirteen service trucks used by the Departments of Environmental Services and Public Works are scheduled for replacement this fiscal year. These vehicles are 10-15 years old and have accumulated between 80,000-120,000 miles.

Bid specifications were prepared by the Department of Public Works Fleet Services Division. Purchasing staff issued Invitation for Bids (IFB) F15-26 through the City's Onvia DemandStar public procurement network. Sealed bids were received and publicly opened on October 22, 2014. A total of nine bids were received, but two were determined to be non-responsive. The bid summary is contained in Attachment 1.

This IFB was flexibly structured to allow contracts to be awarded to a single bidder for the entire procurement or to multiple bidders by line item. Staff has determined that awarding contracts on a low-bid line-item basis to four of the seven responsive bidders represents the best value to the City, as follows:

- Bid Items 2, 7 and 9 from Attachment 1 (3 trucks total) require Council approval. The lowest responsive and responsible bid was from Tracy Ford in the amount of \$129,764.
- Bid Items 4 and 5 (4 trucks total) were awarded under the City Manager's authority to Towne Ford Sales in the amount of \$89,335.
- Bid Items 6 and 8 (2 trucks total) were awarded under the City Manager's authority to Big Valley Ford in the amount of \$76,585.
- Bid Item 1 (1 truck) was awarded under the City Manager's authority to Frontier Ford in the amount of \$34,262.

No bids were submitted by any of the bidders for Bid Item 3 (which was 3 extended cab compact

pickups). Staff requested quotes from other dealerships and was able to locate three Chevrolet Colorado trucks. The low quote was submitted by Elk Grove Auto and a purchase order was issued under the City Manager's contract award authority for \$59,738 for these vehicles.

FISCAL IMPACT

The total cost for the thirteen service trucks is \$389,684, excluding sales tax. Budgeted funds are available in the Fleet Equipment Replacement Account.

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 Senior Center, Community Center and Department of Public Safety; and by making the agenda and report available at the Sunnyvale Public Library, the Office of the City Clerk and on the City's website.

RECOMMENDATION

1) Award a contract in the amount of \$129,764 to Tracy Ford for three service trucks in substantially the same form as the draft purchase order attached to the report.

Prepared by: Pete Gonda, Purchasing Officer

Reviewed by: Grace K. Leung, Director of Finance

Reviewed by: Manuel Pineda, Director of Public Works

Reviewed by: Robert A. Walker, Assistant City Manager

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Bid Summary
2. Draft Purchase Order

Attachment 1

City of Sunnyvale, California
IFB No. F15-26 for Thirteen (13) Service Trucks

<i>Bidder Address</i>			Tracy Ford 3500 Auto Plaza Way Tracy, CA 95304	Towne Ford Sales 1601 El Camino Real Redwood City CA 94063	Big Valley Ford 3282 Auto Center Circle Stockton, CA 95212	Frontier Ford 3701 Stevens Creek Blvd Santa Clara CA 95051- 7396	Albany Ford 718 San Pablo Ave Albany CA 94706	Serramonte Ford 999 Serramonte Blvd. Colma, CA 94014	Downtown Ford Sales 525 N 16th St Sacramento CA 95811
Item	Pricing	Qty	Bid Price	Bid Price	Bid Price	Bid Price	Bid Price	Bid Price	Bid Price
1	1 Ton regular cab/chassis with 7ft flatbed	1	\$ 34,636.56	\$ 38,175.00	\$ 34,970.00	\$ 34,250.00	\$ 35,141.56	\$ 35,080.50	\$ 35,230.00
2	1.5 Ton Extended Cab with Service Body	1	\$ 61,348.56	\$ 68,050.00	\$ 65,555.00	\$ 61,600.00	\$ 61,903.56	\$ 61,692.50	\$ 61,797.00
3	Extended Cab Compack Pickup	3	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
4	1/2 Ton Extended Cab Pickup Truck, 2WD	2	No Bid	\$ 45,900.00	\$ 46,490.00	\$ 46,800.00	\$ 46,055.86	\$ 47,598.43	\$ 47,234.00
5	3/4 ton Extended Cab Pickup Truck 2WD	2	No Bid	\$ 43,400.00	\$ 44,380.00	\$ 43,800.00	\$ 44,043.84	\$ 45,181.10	\$ 44,830.00
6	1 Ton regular cab/chassis 2WD DERW 84" CTA	1	\$ 37,752.56	No Bid	\$ 35,655.00	\$ 37,933.00	\$ 38,352.56	\$ 38,311.50	\$ 38,346.00
7	3/4 Ton regular cab/chassis 2WD SRW 56" CTA	1	\$ 23,592.92	No Bid	\$ 25,700.00	\$ 23,800.00	\$ 23,983.92	\$ 23,982.50	\$ 24,177.00
8	1 Ton regular cab cone Truck 13,500 GVWR	1	No Bid	\$ 51,500.00	\$ 40,905.00	\$ 50,223.00	No Bid	\$ 45,866.50	No Bid
9	1 Ton regular cab with service body, DRW	1	\$ 44,788.46	\$ 44,990.00	\$ 48,139.00	\$ 45,100.00	\$ 45,379.56	\$ 45,068.50	\$ 45,273.00
	Tire Fees (\$1.75 each)		\$ 33.25	\$ 35.00	\$ 24.50	\$ 12.25			
	CONTRACT AWARD UNDER CITY MANAGER AUTHORITY			\$ 89,335.00	\$ 76,584.50	\$ 34,262.25			
	RECOMMENDED CITY COUNCIL CONTRACT AWARD		\$ 129,763.19						

Note: The Ford Store of San Leandro and North Bay Ford of Santa Cruz submitted bids with pricing and specification errors and were deemed to be non-responsive.



ORDERED FROM 21070 - 001 (209) 879-4700 Tracy Ford 3500 Auto Plaza Wy Tracy CA 95304	ORDER DATE 11/07/2014	BILL TO: City of Sunnyvale Finance Department Accounts Payable PO Box 3707 Sunnyvale, CA 94088-3707			
	DELIVERY DATE 03/31/2015				
	PAYMENT TERMS N/30				
	BID NO/RFQ NO				
DELIVER TO DPW/Ops - Fleet Services 221 Commercial St Sunnyvale CA 94085 Phone: (408) 730-7570	FOB POINT DEST	FREIGHT CHARGES Destination, freight included in price			
	REQ. NO RQ013702	REQUISITIONER: NDIETZ			
	CHARGE/OBJ CODE(S): 020700 5135 \$129,763.19				

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
1	Provide service trucks per Invitation For Bids F15-26 specifications, terms, conditions and bidders response. Bid Item 2 - 1.5 Ton Extended Cab with Service Body 2015 Ford F350	61348.56	DLR	\$1.0000	\$61,348.56
2	Bid Item 7 - 3/4 Ton Regular Cab-Chassis, 2WD SRW 56" CTA 2015 Ford F250	23592.92	DLR	\$1.0000	\$23,592.92
3	Bid Item 9 - 1 ton regular cab with service body, DRW 2015 Ford 350	44788.46	DLR	\$1.0000	\$44,788.46



ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
4	Tire Fee (19 tires x \$1.75) Awarded by City Council _____, RTC #14-1026	33.25	DLR	\$1.0000	\$33.25
Amount does not reflect applicable taxes.					
TOTAL					\$129,763.19

Document Terms:

Invoices must be sent directly to Accounts Payable by mail to the address above or by e-mail to accountspayable@sunnyvale.ca.gov and must reference the purchase order number. Failure to comply will result in a delay in payment processing.

BUYER:

Howard, Dreama

PHONE (408) 730-7396

FAX (408) 730-7710



City of Sunnyvale

Agenda Item

14-1052

Agenda Date: 11/25/2014

REPORT TO COUNCIL

SUBJECT

Award of Contract for Design and Construction Support Services for Sunnyvale Golf Course Building Upgrades (F14-76)

REPORT IN BRIEF

Approval is requested to award a contract to IBI Group Architecture Planning, Inc. of San Jose in the amount of \$90,755 for design and construction support services for the Sunnyvale Golf Course Building Upgrades (Public Works Project No. PR-14/05-15). Approval is also requested for a 15% design contingency in the amount of \$13,613.

The design consultant will provide engineering design services as well as bidding and construction support services throughout the construction phase of the project.

ENVIRONMENTAL REVIEW

This award of a design contract is not a project as defined in Section 15378 of the California Environmental Quality Act (CEQA).

BACKGROUND AND DISCUSSION

Capital Project 828400 (Golf Buildings Renovations) provides for the repair/renovation of existing golf building components at both Sunnyvale and Sunken Gardens Golf Courses to bring them into compliance with current building codes and Americans with Disabilities Act (ADA) accessibility requirements. This particular work scope covers the design of improvements at Sunnyvale Golf Course (improvements to Sunken Gardens are scheduled for 2017).

The scope of work for this project consists of renovations to the front restaurant entrance ramp and the upstairs and downstairs restrooms. The restrooms will also receive new energy and water efficient fixtures, and new tile. A recently completed topographic survey confirmed that portions of the entrance ramp can remain in place, while other portions not in compliance with accessibility codes related to width and/or grade must be replaced.

Request for Proposal (RFP) specifications were prepared by Parks, Public Works and Purchasing staff. RFP No. F14-76 was directly distributed to seven Bay Area architectural firms and posted on the Onvia Demandstar public procurement network. Nineteen (19) firms requested the RFP documents. Proposals were received on June 11, 2014. Two responsive proposals were received as follows:

Advance Design Consultants, Inc. of San Jose	\$76,311
IBI Group Architectural Planning, Inc., of San Jose	\$115,425

Proposals were reviewed by an evaluation team consisting of Public Works Engineering, Parks and Facilities staff. The firms were evaluated on qualifications, experience and programmatic approach. Both firms were invited to interviews with the evaluation team, and the IBI Group was unanimously selected as the highest ranked proposer. Subsequent negotiations reduced their proposal fess from \$115,425 to \$90,755.

Staff recommends awarding a contract to the IBI Group, and also recommends a 15% design contingency, largely based on the existing condition of the ramp and bathrooms.

FISCAL IMPACT

Project costs are as follows;

Project design (including bid and construction support)	\$90,755
Design contingency (15%)	<u>\$13,613</u>
Total cost	\$104,368

Budgeted funds are available in Capital Project 828400 (Golf Buildings Renovations), funded by the Park Dedication fund.

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 Senior Center, Community Center and Department of Public Safety; and by making the agenda and report available at the Sunnyvale Public Library, the Office of the City Clerk and on the City's website.

RECOMMENDATION

1) Award a contract, in substantially the same format as Attachment 1 and in the amount of \$90,755, to IBI Group Architectural Planning, Inc. for the subject project, and authorize the City Manager to execute the contract when all the necessary conditions have been met; and 2) Approve a 15% design contingency in the amount of \$13,613.

Prepared by: Pete Gonda, Purchasing Officer
Reviewed by: Grace K. Leung, Director, Finance
Reviewed by: Manuel Pineda, Director, Public Works
Reviewed by: Robert A. Walker, Assistant City Manager
Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Draft Consultant Services Agreement

DRAFT
CONSULTANT SERVICES AGREEMENT BETWEEN CITY OF SUNNYVALE AND IBI
GROUP ARCHITECTURE PLANNING, INC. FOR DESIGN AND CONSTRUCTION
SUPPORT SERVICES FOR THE SUNNYVALE GOLF COURSE BUILDING UPGRADES

THIS AGREEMENT dated _____ is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and IBI GROUP ARCHITECTURE, INC. ("CONSULTANT").

WHEREAS, CITY desires to secure professional services necessary for design, preparation of bid documents, services during construction and other services for a project known as Sunnyvale Golf Course Building Upgrades; and

WHEREAS, CONSULTANT represents that it, and its sub-consultants, if any, possess the professional qualifications and expertise to provide the required services and are licensed by the State of California to practice engineering in the required disciplines;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by CONSULTANT

CONSULTANT shall provide services in accordance with Exhibit "A" entitled "Scope of Work." All exhibits referenced in this Agreement are attached hereto and are incorporated herein by reference. To accomplish that end, CONSULTANT agrees to assign Steven White, AIA to this project, to act in the capacity of Project Manager and personally direct the professional services to be provided by CONSULTANT.

Except as specified in this Agreement, CONSULTANT shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise to perform all operations necessary and required to satisfactorily complete the services required in this Agreement.

2. Notice to Proceed/Completion of Services

- (a) CONSULTANT shall commence services upon receipt of a Notice to Proceed from CITY. Notice shall be deemed to have occurred three (3) calendar days after deposit in the regular course of the United States mail.
- (b) When CITY determines that CONSULTANT has satisfactorily completed the services defined in Exhibit "A," 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"), and if so requested, CITY shall make this determination within fourteen (14) days of such request.

3. Project Schedule

The Project Schedule is set forth in the attached Exhibit "A-1".

4. Payment of Fees and Expenses

Payments shall be made to CONSULTANT on a monthly basis as set forth in the attached Exhibit "B" entitled "Compensation Schedule." All compensation will be based on monthly billings as provided in Exhibit "B." 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. In no event shall the total amount of compensation payable under this agreement exceed the sum of Ninety Thousand Seven Hundred Fifty Five and No/100 Dollars (\$90,755.00) 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 3707, Sunnyvale, CA 94088-3707.

5. No Assignment of Agreement

CONSULTANT bind themselves, their partners, successors, assigns, executors, and administrators to all covenants of this Agreement. Except as otherwise set forth in this Agreement, no interest in this Agreement or any of the work provided for under this Agreement shall be assigned or transferred, either voluntarily or by operation of law, without the prior written approval of CITY. However, claims for money due to or to become due to CONSULTANT from CITY under this Agreement may be assigned to a bank, trust company or other financial institutions, or to a trustee in bankruptcy, provided that written notice of any such assignment or transfer shall be first furnished to CITY. In case of the death of one or more members of CONSULTANT's firm, the surviving member or members shall complete the services covered by this Agreement. Any such assignment shall not relieve CONSULTANT from any liability under the terms of this Agreement.

6. Consultant is an Independent Contractor

CONSULTANT is not an agent or employee of CITY but is an independent contractor with full rights to manage its employees subject to the requirements of the law. All persons employed by CONSULTANT in connection with this Agreement will be employees of CONSULTANT and not employees of CITY in any respect. CONSULTANT is responsible for obtaining statutory Workers' Compensation coverage for its employees.

7. Consultant's Services to be Approved by a Registered Professional

All reports, costs estimates, plans and other documents which may be submitted or furnished by CONSULTANT shall be approved and signed by a qualified registered professional in the State of California. The title sheet for calculations, specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of certificate and signature of the professional responsible for their preparation.

8. Standard of Workmanship

CONSULTANT represents and maintains that it is skilled in the professional calling necessary to perform the services and its duties and obligations, expressed and implied, contained herein, and CITY expressly relies upon CONSULTANT's representations regarding its skills and knowledge. CONSULTANT shall perform such services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California.

The plans, designs, specifications, estimates, calculations reports and other documents furnished under the Scope of Work (Exhibit "A") shall be of a quality acceptable to CITY. The criteria for acceptance

of the work provided under this Agreement shall be a product of neat appearance, well-organized, 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.

9. Responsibility of CONSULTANT

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

Any acceptance by CITY of plans, specifications, calculations, construction contract documents, reports, diagrams, maps and other material prepared by CONSULTANT shall not, in any respect, absolve CONSULTANT for the responsibility CONSULTANT has in accordance with customary standards of good engineering practice in compliance with applicable Federal, State, County and/or municipal laws, ordinances, regulations, rules and orders.

10. Right of CITY to Inspect Records of CONSULTANT

CITY, through its authorized employees, representatives, or agents, shall have the right, at any and all reasonable times, to audit the books and records including, but not limited to, invoices, vouchers, canceled checks, time cards of CONSULTANT for the purpose of verifying any and all charges made by CONSULTANT in connection with this Agreement. CONSULTANT shall maintain for a minimum period of three (3) years from the date of final payment to CONSULTANT or for any longer period required by law, sufficient books and records in accordance with generally accepted accounting practices to establish the correctness of all charges submitted to CITY by CONSULTANT. Any expenses not so recorded shall be disallowed by CITY.

11. Confidentiality of Material

All ideas, memoranda, specifications, plans, calculations, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for CONSULTANT and all other written information submitted to CONSULTANT in connection with the performance of this Agreement shall be held confidential by CONSULTANT and shall not, without the prior written consent of CITY be used for any purposes other than the performance of the Project services, nor be disclosed to an entity not connected with the performance of the Project services. Nothing furnished to CONSULTANT which is otherwise known to CONSULTANT or is or becomes generally known to the related industry shall be deemed confidential. CONSULTANT shall not use CITY's name, insignia or distribute exploitative publicity pertaining to the services rendered under this Agreement in any magazine, trade paper, newspaper or other medium without the express written consent of CITY.

To CITY: Craig Mobeck, Acting City Engineer
Department of Public Works
CITY OF SUNNYVALE
P. O. Box 3707
Sunnyvale, CA 94088-3707

To CONSULTANT: IBI Group Architecture Planning, Inc.
Attn: Steven White, AIA
160 West Santa Clara Street, Suite 800
San Jose, CA 95113

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by telephone or facsimile transmission, to accomplish timely communication. However, to constitute effective notice, written confirmation of a telephone conversation or an original of a facsimile transmission must be sent by first class mail, by commercial carrier, or hand-delivered. 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 days after mailing, unless such date is a date on which there is no mail service. In that event communication is deemed to occur on the next mail service day.

18. Waiver

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

19. Amendments

No alterations or changes to the terms of this Agreement shall be valid unless made in writing and signed by both parties.

20. Integrated Agreement

This Agreement embodies the agreement between CITY and CONSULTANT and its terms and conditions. No verbal agreements or conversation with any officer, agent or employee of CITY prior to execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon CITY.

21. Conflict of Interest

CONSULTANT shall avoid all conflicts of interest, or appearance of conflict, in performing the services and agrees to immediately notify CITY of any facts that may give rise to a conflict of interest. CONSULTANT is aware of the prohibition that no officer of CITY shall have any interest, direct or indirect, in this Agreement or in the proceeds thereof. During the term of this Agreement CONSULTANT shall not accept employment or an obligation which is inconsistent or incompatible with CONSULTANT'S obligations under this Agreement.

22. California Agreement

This Agreement has been entered into in the State of California and this Agreement shall be governed by California law.

23. Records, Reports and Documentation

CONSULTANT shall maintain complete and accurate records of its operation, including any and all additional records required by CITY in writing. CONSULTANT shall submit to CITY any and all reports concerning its performance under this Agreement that may be requested by CITY in writing. CONSULTANT agrees to assist CITY in meeting CITY's reporting requirements to the state and other agencies with respect to CONSULTANT's work hereunder. All records, reports and documentation relating to the work performed under this Agreement shall be made available to City during the term of this Agreement.

24. Termination of Agreement

If CONSULTANT defaults in the performance of this Agreement, or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving written notice to CONSULTANT. If CITY fails to pay CONSULTANT, CONSULTANT at its option may terminate this Agreement if the failure is not remedied by CITY within thirty (30) days after written notification of failure to pay.

Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY also shall have the right to terminate this Agreement for any reason upon ten (10) days' written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be compensated in proportion to the percentage of services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONSULTANT shall present CITY with any work product completed at that point in time.

25. Subcontracting

None of the services covered by this Agreement shall be subcontracted without the prior written consent of CITY. Such consent may be issued with notice to proceed if subcontract consultants are listed in the project work plan.

26. Fair Employment

CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, condition of physical handicap, religion, ethnic background or marital status, in violation of state or federal law.

27. Changes

CITY or CONSULTANT may, from time to time, request changes in the terms and conditions of this Agreement. Such changes, which are mutually agreed upon by CITY and CONSULTANT, shall be incorporated in amendments to this Agreement.

28. Other Agreements

This Agreement shall not prevent either Party from entering into similar agreements with others.

29. 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.

30. Captions

The captions of the various sections, paragraphs and subparagraphs, of the contract are for convenience only and shall not be considered nor referred to for resolving questions of interpretation.

31. 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.

32. Miscellaneous

Time shall be of the essence in this Agreement. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision. This Agreement shall be governed and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

CITY OF SUNNYVALE ("CITY")

By _____
City Clerk

By _____
City Manager

IBI GROUP ARCHITECTURE
PLANNING, INC. ("CONSULTANT")

By _____

APPROVED AS TO FORM:

Name/Title

City Attorney

By _____

Name/Title

Exhibit “A”

SCOPE OF WORK FOR Sunnyvale Golf Course Building Upgrades PR-14/05-15

I. General

The City of Sunnyvale is seeking proposals from licensed Engineering or Architectural firms to provide professional services for design and preparation of bid documents and construction support for the Sunnyvale Golf Course Building Upgrades project. The scope of work generally includes preparation of: preliminary design, design development, bid documents, and bidding/construction support for Public Works competitive bidding. Ancillary work includes: building evaluation for accessibility compliance, construction cost estimating, schedule monitoring, preparation of reports and recommendations, and project management.

II. Project Information

A. Description

This project will consist of two components.

The first is to provide a design from the parking lot to the upstairs front entrance into the Sunnyvale Golf Course Building clubhouse restaurant which meets current disability access codes and requirements. The design shall utilize the existing concrete ramp as much as possible.

The second component is to renovate and modernize the downstairs Pro Shop exterior facing restrooms and upstairs restaurant restrooms. Renovations will include, but are not limited to: changes to facilitate disability access compliance with current code, fixture replacements for efficiency (energy and water), new tile work on walls and floors, new paint, and new entry doors.

B. Location

The project is located at the main building within the Sunnyvale Golf Course, 605 Macara Avenue.

C. Existing Conditions

The building was constructed in 1967, and has undergone numerous renovations and upgrades since. As-built plans are attached, and referenced under Section IV: Available Documents. Recent photographs are included as Attachment A.

III. Consultant Scope of Services

The consultant will perform all engineering and project management related work necessary to prepare plans and specifications suitable for Public Works bidding.

Consultant services shall include, but are not limited to: Project management, preliminary design, design development, bid documents, bidding support, and construction support services, as further detailed below.

A. Project Management

The consultant will be the primary responsible party for managing the project's schedule and consultant contract budget. In addition, the consultant is expected to attend a monthly progress meeting or teleconference call and prepare action item logs for

subsequent follow-up. The consultant is expected to maintain frequent and timely communication with City staff throughout the duration of the project.

All project schedules shall be prepared in Gantt chart format, utilizing Microsoft Project software. Three weeks for each City review shall be included. Schedule updates shall be provided at all progress meetings.

Consultant's own team should have provisions for quality assurance/quality control over work product prepared for the City. A statement of peer review will be required for overall constructability, coordination, and reasonable reduction in errors and omissions.

The consultant will be expected to attend a pre-submittal over the counter meeting with the Building Division prior to submission of the plans at the 75% submittal stage. Consultant will also be responsible for making appointments (as necessary) and delivering all subsequent submittals to the Building Division.

The consultant shall host an FTP site throughout the project's duration for electronic file sharing.

B. Pre-Design

A topographic survey of the front entrance ramp and surrounding area has been prepared and is ready for Consultant's use.

Consultant will visit the site and take photographs and field measurements to supplement record drawings provided by City. Base plans are prepared as a foundation for the design development stage.

Preliminary design documents/technical memorandum will be prepared reflecting possible options for the two sets of restrooms. Each alternative will be accompanied with probable opinion of construction costs.

C. Design Development

Consultants shall be the Engineer of Record and responsible for design and preparation of complete plans, technical specifications, and recommended revisions to the City's special provisions for the project.

All work is to be in compliance with all applicable rules, regulations, code, law, and good practice for public facilities. When possible, the Consultant shall incorporate "green" building/construction practices, sustainability, energy efficiency, and low operations and maintenance costs into recommendations and subsequent design.

Plans and specifications shall provide sufficient detail to result in a good quality product while allowing competitive pricing where possible and appropriate, and provide options to the contractor where appropriate to obtain the same good level of quality for the best bid price. Plans and specifications shall not specify proprietary products or services. Specifications shall be prepared in CSI format.

Coordination and preparation of documentation to facilitate permits and outreach with utility companies, regulatory agencies, Building Division, and other stakeholders will also be consultant responsibility.

All submittals shall include hardcopies (number specified below) and digital copies (PDF and native format) of all documents.

1. 30% Submittal: Submit five sets of 24" x 36" hardcopies.
 - a. 30% plans: Cover sheet and plan sheet with base mapping and preliminary details.
 - b. Cut sheets for equipment/appurtenances.
 - c. Two color boards for City's consideration that are representative of color scheme and materials proposed for the restrooms.
 - d. Project schedule update
 - e. 30% construction cost estimate
 - f. Table of Contents list for technical specifications.
2. 75% Submittal: All major issues have been resolved prior to this stage. The intent of this submittal is to provide plans and project documents in sufficient detail to allow for thorough and complete review. Submit 5 sets of 24" x 36" hardcopies.
 - a. Two color boards for City's consideration that are representative of color scheme and materials proposed for the restrooms.
 - b. 75% Plans: All subcontracted work shall be accounted for in this submittal. All project details have been accounted for.
 - c. 75% specifications:
 - Cut sheets for equipment/appurtenances.
 - Technical specifications
 - Special provisions, with recommended revisions in track changes format, to include the following:
 - Bid item descriptions and measurement and payment provisions
 - A list of minimum required submittals during construction
 - List of information available to Bidders, with disclaimer
 - c. Project schedule update
 - d. 75% construction cost estimate in the form of the bid schedule
 - e. Utility conflicts have been resolved or a timeline for resolution of issues has been determined.
 - f. Consultant will arrange to meet with City Building Division to discuss and submit the project for review. Additional copies of the plans and specifications may be required by the Building Division.
 - g. Other supporting documentation as necessary, such as calculations or reports for the Building Division.
3. 100% Submittal: All issues, prior comments, and concerns must be addressed in this submittal. Submit seven sets of 24" x 36" hardcopies.
 - a. 100% plans
 - Peer review shall have been accomplished by this stage, with the statement and signature on the cover sheet.
 - b. 100% specifications
 - Reviewed bid instructions
 - Finalized special provisions including required submittals
 - Finalized technical specifications
 - c. Project schedule update
 - d. 100% construction cost estimate
 - e. Responses to the City's review comments on the 75% submittal, along with return of mark-ups.
 - f. Other supporting documentation as necessary

D. Bid Package

The bid package shall be finalized upon incorporation of the City's final comments from the 100% submittal, including incorporation of all Building Division comments.

Submit copies and digital format (PDF and native format) of each of the documents listed below:

1. One hard copy of full sized plans (24" x 36"), stamped and signed on each sheet by the Engineer of Record and by discipline.
2. One hard copy of the specifications, printed single-sided only.
 - a. Special provisions.
 - b. Technical specifications, with cover sheet stamped and signed by all necessary disciplines.
3. Final project schedule update.
4. Final construction cost estimate

E. Bidding Services

Consultant will respond to all bidder's requests for information (RFIs), and support the City's coordination efforts to inform plan-holders of significant responses to RFIs and prepare addenda as necessary. During bidding, all proposers' communications will be directed through the City's Purchasing Officer.

If addenda to bid documents are extensive and are as a result of consultant's work product, conformed documents shall be prepared at no expense to the City. City will provide reproduction services.

Consultant will attend one pre-bid meeting.

F. Construction Support Services

The City's construction management will have primary responsibility for construction management and inspection. The consultant's point of contact will be the City's construction manager, not the contractor.

The following is a minimum list of services and submittals required.

1. Attend and prepare information for an internal handoff meeting from the design team to the construction management team. Consultant shall be prepared to address: possible construction pitfalls, items for the construction management team to be aware of (special working hours, shortened timelines for submittal reviews, etc.).
2. Attend the pre-construction meeting.
3. Attend up to four periodic construction progress meetings.
4. Participate in the final inspection and development of punch lists.
5. Respond to RFIs, which includes clarifying or providing revisions or additional detail where necessary on the plans and specifications. Response to RFIs shall be timely in order to avoid construction delays and claims.
6. Review and respond to all submittals within the period allocated in the contract documents and as necessary to avoid construction delays and claims.
7. Review proposed substitutions, if any, for conformance to plans and technical specifications.
8. Review and make recommendations on proposed changes to the contract (Request for Quotations and Contract Change Orders).

9. Prepare Record Drawings based upon red-lines provided by the contractor and field reviews. The Record Drawings shall be prepared digitally, using AutoCAD. Final Record Drawings shall be submitted electronically, in PDF and CAD format.
10. Participate in the "Lessons Learned Meeting" with all parties at the end of the project.

IV. Available Documents

The below information will be provided during design to the consultant.

- City standard plan cover sheet
- Record drawings. The City does not guarantee the accuracy or completeness of record drawings. Consultant shall verify all information to their professional satisfaction.
 - PR 67-6: Clubhouse (1967)
 - PR 79-13 Renovation of Pro Shop (1979)
 - PR 88-3 Clubhouse Addition (1983)

V. Proposal

The proposal shall be limited to a maximum of 10 pages of double-sided 8.5" x 11" paper for the Qualifications and Experience, Project Overview, Project Approach, and Project Innovations sections of the report. Cover letter, Project Team and Staffing Plan, and Schedule sections of the proposal are excluded from the page limit and may be printed on 11" x 17" paper by consultant. All subconsultant work shall be identified within each task item. Proposal shall be bound and organized by tabs as outlined below to facilitate review.



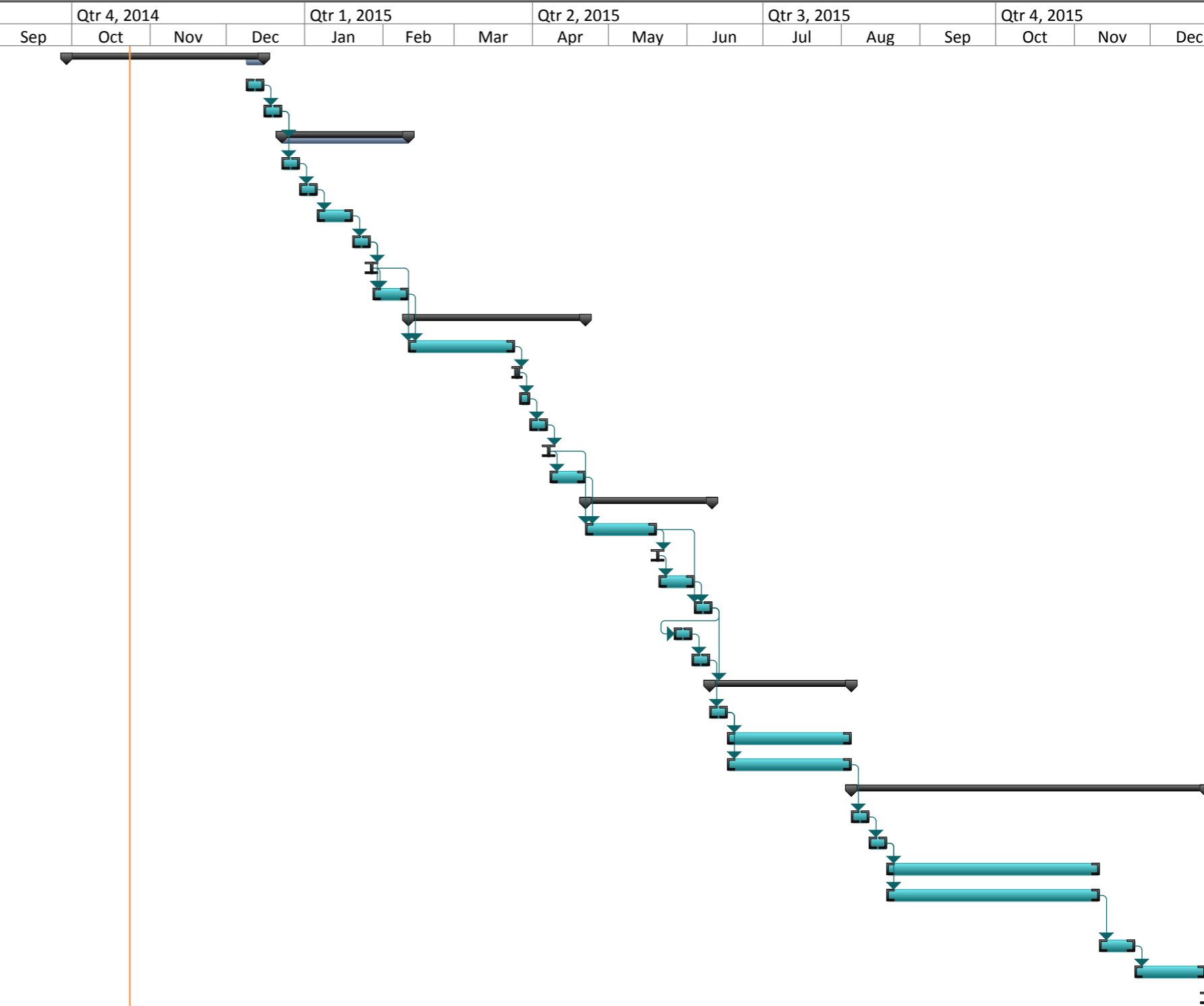

































1. Cover Letter
2. Project Team and Staffing Plan (including any subconsultants, if any)
3. Qualifications and Experience
4. Project Overview
5. Project Approach
6. Project Innovations (if any) and Optional Services Proposed
7. Project schedule (see item III.A, above)

The cost proposal shall be submitted as a separate, sealed item. The cost proposal shall include hour and fee breakdown by the tasks detailed in Section III, Consultant Scope of Services, and per the attached pricing template. Subconsultant markup is limited to a maximum of 5%.

Optional services, if any, may be included as separate line items in the cost proposal.

EXHIBIT "A-1"

CITY OF SUNNYVALE

ID		Task Mode	Task Name	Duration	Start	Finish	Qtr 4, 2014				Qtr 1, 2015			Qtr 2, 2015			Qtr 3, 2015			Qtr 4, 2015			
							Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
1			Architect Selection	56 days	Mon 9/29/14	Mon 12/15/14																	
2			Agreements	5 days	Tue 12/9/14	Mon 12/15/14																	
3			Pre-Design/Program Confirmation	5 days	Tue 12/16/14	Mon 12/22/14																	
4			Front Entrance Pre-Design	36 days	Tue 12/23/14	Tue 2/10/15																	
5			Collect Existing Records & Reports	5 days	Tue 12/23/14	Mon 12/29/14																	
6			Existing Condition Verification	5 days	Tue 12/30/14	Mon 1/5/15																	
7			Develop Concept	10 days	Tue 1/6/15	Mon 1/19/15																	
8			Cost & Schedule Update	5 days	Tue 1/20/15	Mon 1/26/15																	
9			City/Architect Review Meetings	1 day	Tue 1/27/15	Tue 1/27/15																	
10			City Written Comments	10 days	Wed 1/28/15	Tue 2/10/15																	
11			Design Development 75% Submittal	50 days	Wed 2/11/15	Tue 4/21/15																	
12			Develop Design	30 days	Wed 2/11/15	Tue 3/24/15																	
13			Review Code w/Authorities	2 days	Wed 3/25/15	Thu 3/26/15																	
14			Utility Coordination	2 days	Fri 3/27/15	Mon 3/30/15																	
15			Quality, Cost & Schedule Update	5 days	Tue 3/31/15	Mon 4/6/15																	
16			City/Architect Review Meetings	1 day	Tue 4/7/15	Tue 4/7/15																	
17			City Written Comments	10 days	Wed 4/8/15	Tue 4/21/15																	
18			Bid Package 100%	36 days	Wed 4/22/15	Wed 6/10/15																	
19			Final Design Refinement	20 days	Wed 4/22/15	Tue 5/19/15																	
20			City Submittal	1 day	Wed 5/20/15	Wed 5/20/15																	
21			City Review & Review	10 days	Thu 5/21/15	Wed 6/3/15																	
22			Incorporate City Comments	5 days	Thu 6/4/15	Wed 6/10/15																	
23			Quality, Cost & Schedule Update	5 days	Wed 5/27/15	Tue 6/2/15																	
24			City Approval	5 days	Wed 6/3/15	Tue 6/9/15																	
25			Bid Services	40 days	Wed 6/10/15	Tue 8/4/15																	
26			Pre-Bid Mtgs	5 days	Wed 6/10/15	Tue 6/16/15																	
27			RFI Response	35 days	Wed 6/17/15	Tue 8/4/15																	
28			Addendum Preparation	35 days	Wed 6/17/15	Tue 8/4/15																	
29			Construction Support	100 days	Wed 8/5/15	Tue 12/22/15																	
30			CM Handoff Information	5 days	Wed 8/5/15	Tue 8/11/15																	
31			Pre-Construction Mtgs	5 days	Wed 8/12/15	Tue 8/18/15																	
32			Periodic Construction Mtgs	60 days	Wed 8/19/15	Tue 11/10/15																	
33			RFI, Submittal, Substitution Response	60 days	Wed 8/19/15	Tue 11/10/15																	
34			Punch List Support	10 days	Wed 11/11/15	Tue 11/24/15																	
35			Record Drawings	20 days	Wed 11/25/15	Tue 12/22/15																	
36			Lessons Learned	1 day	Wed 12/23/15	Wed 12/23/15																	

Project: ProjectSchedule Draft 201 Date: Fri 10/24/14	Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Deadline	
	Split		External Tasks		Inactive Summary		Manual Summary		Progress	
	Milestone		External Milestone		Manual Task		Start-only			
	Summary		Inactive Task		Duration-only		Finish-only			

EXHIBIT "B"

Attachment C Revised 2014-10-20

Tasks		Labor								Subconsultants						ODC's	Total
Task #		Principal In Charge	Project Manager	Project Architect	Tech Support	Constr. Admin.	Constr. Admin	Total Hours	Total Labor Cost	Civil	Structural	Mechanical	Electrical	Landscape	Cost Estimator	Other Direct Costs (Printing & Shipping)	Total Fee
		Dean Tatsuno	Steve White	Manuel Ordonez	Various	Rene Lopez	Julie Barrett			Hohbach Lewin	Hohbach Lewin	Axiom	ACEE	Tanaka	Kanastab & Associates		
		185	175	155	115	150	75			LS	LS	LS	LS		LS		
1	Project Management	2	8	4	0	0	0	14	\$ 2,390	\$ -	\$ -	\$ -	\$ -				\$ 2,390
2	Restrooms & Front Entrance Pre-Design	2	8	14	45	2	0	71	\$ 9,415	\$ 4,100	\$ -	\$ 2,500	\$ 2,200		\$ 1,135		\$ 19,350
3																	\$ -
4	75% Design	2	20	35	105	5	0	167	\$ 22,120	\$ 3,200	\$ 1,300	\$ 2,700	\$ 2,000		\$ 1,650		\$ 32,970
5											\$ -						\$ -
6	Final Submittal	2	12	25	25	5	0	69	\$ 9,970	\$ 800	\$ 300	\$ 300	\$ 300		\$ 880		\$ 12,550
7	Bid & Construction Support	2	8	5	5	50	13	83	\$ 11,595	\$ 3,700	\$ 200	\$ 500	\$ 500		\$ -		\$ 16,495
	Proposal Subtotal	10	56	83	180	62	13	404	\$ 55,490	\$ 11,800	\$ 1,800	\$ 6,000	\$ 5,000	\$ -	\$ 3,665	\$ 7,000	\$ 90,755
	Optional Services																
A	Additional Fees for New Ramp (in addition to using existing ramp)																
B	Additional Fees for New Lift (in addition to new ramp)																
C	Topographic Survey																
D																	
E																	
	Total Optional Services	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Total Including Optional Services	10	56	83	180	62	13	404	\$ 55,490	\$ 11,800	\$ 1,800	\$ 6,000	\$ 5,000	\$ -	\$ 3,665	\$ 7,000	\$ 90,755
	Notes:																
1	Fees are based on reusing the existing ramp - See optional services for additional documentation costs associated with a new ramp or new lift. Note these fees are accumulative.																
2	City to provide as-builts, geotechnical engineering, geohazards if required, hazards materials assessments, SWPPP if required, third party storm water reviewer if required, storm water inspections, phased plans																
3	Topographic Survey identified as an add service - City may procure their own topographic survey																

Plus Reimbursables Expenses

EXHIBIT "C"

INSURANCE REQUIREMENTS FOR CONSULTANTS

Consultant 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 Consultant, his agents, representatives, or employees.

Minimum Scope and Limits of Insurance Consultant shall maintain limits no less than:

1. **Commercial General Liability**: \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage. ISO Occurrence Form CG 0001 or equivalent is required.
2. **Automobile Liability**: \$1,000,000 per accident 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.
4. **Errors and Omissions** Liability Insurance appropriate to the Consultant's Profession: \$1,000,000 per occurrence.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared and approved by the City of Sunnyvale. The consultant shall guarantee payment of any losses and related investigations, claim administration and defense expenses within the deductible or self-insured retention.

Other Insurance Provisions

The **general liability** policy shall contain, or be endorsed to contain, the following provisions:

1. The City of Sunnyvale, its officials, employees, agents and volunteers are to be covered as additional insureds with respects to liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Sunnyvale, its officers, employees, agents or volunteers.
2. For any claims related to this project, the Consultant's insurance shall be primary. Any insurance or self-insurance maintained by the City of Sunnyvale, its officers, officials, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Sunnyvale, its officers, officials, employees, agents or volunteers.
4. The Consultant'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.
5. 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 City of Sunnyvale.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of not less than A:VII, unless otherwise acceptable to the City of Sunnyvale.

Verification of Coverage

Consultant shall furnish the City of Sunnyvale 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 City of Sunnyvale prior to commencement of work.



City of Sunnyvale

Agenda Item

14-1004

Agenda Date: 11/25/2014

REPORT TO COUNCIL

SUBJECT

Award of Contract for Design of the Wolfe/Evelyn Water Plant Mechanical Reconstruction (F14-97)

REPORT IN BRIEF

Approval is requested to award a design contract to HydroScience Engineers, Inc. of San Jose in the amount of \$374,622 for the engineering design of the Wolfe/Evelyn Water Plant Mechanical Reconstruction (Public Works Project No. UW-14/01-15). Approval is also requested for a 10% design contingency in the amount of \$37,462.

ENVIRONMENTAL REVIEW

This award of a design contract is not a project as defined in Section 15378 of the California Environmental Quality Act (CEQA).

BACKGROUND AND DISCUSSION

The Wolfe/Evelyn Water Plant is one of the major facilities within the City's potable water distribution system. The facility, located at 753 Ajax Drive in a residential neighborhood, includes one 5-million gallon water storage tank and a pump station.

The mechanical and electrical systems associated with the Wolfe/Evelyn Water Plant were built in 1959 and are now past their 40 year life expectancy. The associated site improvements, including paving and access to the structures housing the mechanical and electrical components, are not compliant with current standards, and are in need of replacement.

Capital Project 825391 (Wolfe/Evelyn Plant Mechanical Reconstruction) will replace all the mechanical and electrical components of the facility, improve the pump house structure and the architectural features of the building (roof, HVAC, etc.) and will provide for emergency backup power to the plant. The project will also include site improvements for drainage and maintenance access.

Request for Proposals (RFP) specifications were prepared by Public Works and Purchasing staff. RFP No. F14-97 was posted on the Demandstar public procurement network and on the City's website. Thirty (30) firms requested the RFP documents. Three responsive proposals were received on August 6, 2014, as follows:

Lee & Ro, Inc, of Walnut Creek	\$219,975
Schaaf & Wheeler, of Santa Clara	\$355,415
HydroScience Engineers, of San Jose	\$435,582

Consistent with requirements under State law, the proposals were evaluated based on qualifications, not pricing (Qualifications Based Selection, or QBS, codified in Government Code §4525, et. seq.) The top two ranked firms were invited to interview with the evaluation team, and HydroScience

Engineers was unanimously selected as the highest ranked proposer. Their work scope recommended different pre-design study options related to water tank drainage improvements, which were not critical to this project and which will be addressed in a subsequent capital project to rehabilitate the water tank (this particular project addresses the mechanical and electrical systems). This led to a reduction in fees from \$435,582 to \$374,622.

FISCAL IMPACT

Project costs are as follows:

Project design (including bid and construction support)	\$374,622
Design contingency (10%)	<u>\$37,462</u>
Total cost	\$412,084

Budgeted funds are available in Capital Project 825391 (Wolfe/Evelyn Plant Mechanical Reconstruction), funded through the Water Supply and Distribution Fund.

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 Senior Center, Community Center and Department of Public Safety; and by making the agenda and report available at the Sunnyvale Public Library, the Office of the City Clerk and on the City's website.

RECOMMENDATION

1) Award a contract, in substantially the same format as Attachment 1 and in the amount of \$374,622 to HydroScience Engineers for the subject project, and authorize the City Manager to execute the contract when all the necessary conditions have been met; and 2) Approve a 10% design contingency in the amount of \$37,462.

Prepared by: Pete Gonda, Purchasing Officer
Reviewed by: Grace K. Leung, Director, Finance
Reviewed by: John Stufflebean, Director, Environmental Services
Reviewed by: Manuel Pineda, Director, Public Works
Reviewed by: Robert A. Walker, Assistant City Manager
Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Draft Consultant Services Agreement

DRAFT

**CONSULTANT SERVICES AGREEMENT BETWEEN CITY OF SUNNYVALE
AND HYDROSCIENCE ENGINEERS FOR WOLFE/EVELYN WATER PLANT
MECHANICAL RECONSTRUCTION**

THIS AGREEMENT dated _____ is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and HYDROSCIENCE ENGINEERS ("CONSULTANT").

WHEREAS, CITY desires to secure professional services necessary for design, preparation of bid documents, services during construction and other services for a project known as "Wolfe/Evelyn Water Plant Mechanical Reconstruction"; and

WHEREAS, CONSULTANT represents that it, and its sub-consultants, if any, possess the professional qualifications and expertise to provide the required services and are licensed by the State of California to practice engineering in the required disciplines;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by CONSULTANT

CONSULTANT shall provide services in accordance with Exhibit "A" entitled "Scope of Work." All exhibits referenced in this Agreement are attached hereto and are incorporated herein by reference. To accomplish that end, CONSULTANT agrees to assign Walter Sadler to this project, to act in the capacity of Project Manager and personally direct the professional services to be provided by CONSULTANT.

Except as specified in this Agreement, CONSULTANT shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise to perform all operations necessary and required to satisfactorily complete the services required in this Agreement.

2. Notice to Proceed/Completion of Services

- (a) CONSULTANT shall commence services upon receipt of a Notice to Proceed from CITY. Notice shall be deemed to have occurred three (3) calendar days after deposit in the regular course of the United States mail.
- (b) When CITY determines that CONSULTANT has satisfactorily completed the services defined in Exhibit "A," 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"), and if so requested, CITY shall make this determination within fourteen (14) days of such request.

3. Project Schedule

The Project Schedule is set forth in the attached Exhibit "A-1".

4. Payment of Fees and Expenses

Payments shall be made to CONSULTANT on a monthly basis as set forth in the attached Exhibit "B" entitled "Compensation Schedule." All compensation will be based on monthly billings as provided in Exhibit "B." 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" for each phase, and shall include services as identified in Exhibit "A". In no event shall the total amount of compensation payable under this agreement exceed the sum of Three Hundred Seventy Four Thousand Six Hundred Twenty Two and No/100 Dollars (\$374,622.00) 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 3707, Sunnyvale, CA 94088-3707.

5. No Assignment of Agreement

CONSULTANT bind themselves, their partners, successors, assigns, executors, and administrators to all covenants of this Agreement. Except as otherwise set forth in this Agreement, no interest in this Agreement or any of the work provided for under this Agreement shall be assigned or transferred, either voluntarily or by operation of law, without the prior written approval of CITY. However, claims for money due to or to become due to CONSULTANT from CITY under this Agreement may be assigned to a bank, trust company or other financial institutions, or to a trustee in bankruptcy, provided that written notice of any such assignment or transfer shall be first furnished to CITY. In case of the death of one or more members of CONSULTANT's firm, the surviving member or members shall complete the services covered by this Agreement. Any such assignment shall not relieve CONSULTANT from any liability under the terms of this Agreement.

6. Consultant is an Independent Contractor

CONSULTANT is not an agent or employee of CITY but is an independent contractor with full rights to manage its employees subject to the requirements of the law. All persons employed by CONSULTANT in connection with this Agreement will be employees of CONSULTANT and not employees of CITY in any respect. CONSULTANT is responsible for obtaining statutory Workers' Compensation coverage for its employees.

7. Consultant's Services to be Approved by a Registered Professional

All reports, costs estimates, plans and other documents which may be submitted or furnished by CONSULTANT shall be approved and signed by a qualified registered professional in the State of California. The title sheet for calculations, specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of certificate and signature of the professional responsible for their preparation.

8. Standard of Workmanship

CONSULTANT represents and maintains that it is skilled in the professional calling necessary to perform the services and its duties and obligations, expressed and implied, contained herein, and CITY expressly relies upon CONSULTANT's representations regarding its skills and knowledge. CONSULTANT shall perform such services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California.

The plans, designs, specifications, estimates, calculations reports and other documents furnished under the Scope of Work (Exhibit "A") shall be of a quality acceptable to CITY. The criteria for acceptance of the work provided under this Agreement shall be a product of neat appearance, well-organized, 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.

9. Responsibility of CONSULTANT

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

Any acceptance by CITY of plans, specifications, calculations, construction contract documents, reports, diagrams, maps and other material prepared by CONSULTANT shall not, in any respect, absolve CONSULTANT for the responsibility CONSULTANT has in accordance with customary standards of good engineering practice in compliance with applicable Federal, State, County and/or municipal laws, ordinances, regulations, rules and orders.

10. Right of CITY to Inspect Records of CONSULTANT

CITY, through its authorized employees, representatives, or agents, shall have the right, at any and all reasonable times, to audit the books and records including, but not limited to, invoices, vouchers, canceled checks, time cards of CONSULTANT for the purpose of verifying any and all charges made by CONSULTANT in connection with this Agreement. CONSULTANT shall maintain for a minimum period of three (3) years from the date of final payment to CONSULTANT or for any longer period required by law, sufficient books and records in accordance with generally accepted accounting practices to establish the correctness of all charges submitted to CITY by CONSULTANT. Any expenses not so recorded shall be disallowed by CITY.

11. Confidentiality of Material

All ideas, memoranda, specifications, plans, calculations, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for CONSULTANT and all other written information submitted to CONSULTANT in connection with the performance of this Agreement shall be held confidential by CONSULTANT and shall not, without the prior written consent of CITY be used for any purposes other than the performance of the Project services, nor be disclosed to an entity not connected with the performance of the Project services. Nothing furnished to CONSULTANT which is otherwise known to CONSULTANT or is or becomes generally known to the related industry shall be deemed confidential. CONSULTANT shall not use CITY's name, insignia or distribute exploitative publicity pertaining to the services rendered under this Agreement in any magazine, trade paper, newspaper or other medium without the express written consent of CITY.

12. No Pledging of CITY's Credit

Under no circumstances shall CONSULTANT have the authority or power to pledge the credit of CITY or incur any obligation in the name of CITY.

13. Ownership of Material

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared or caused to be prepared, under this Agreement shall be the property of CITY, but CONSULTANT may retain and use copies thereof.

CITY shall not be limited, in any way, in its use of said material, at any time, for work associated with Project. However, CONSULTANT shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to the release of this material to third parties for work other than on Project.

14. Hold Harmless/Indemnification

To the extent permitted by law (including, without limitation, California Civil Code section 2782.8), CONSULTANT agrees to indemnify, defend and hold harmless CITY, its officers and employees from any and all claims, demands, actions, causes of action, losses, damages, liabilities, known or unknown, and all costs and expenses, including reasonable attorneys' fees in connection with any injury or damage to persons or property to the extent arising out of any negligence, recklessness or willful misconduct of CONSULTANT, its officers, employees, agents, contractor, subcontractors or any officer, agent or employee thereof in relation to CONSULTANT's performance under this Agreement. Such defense and indemnification shall not apply in any instance of and to the extent caused by the sole negligence, recklessness or willful misconduct of CITY, its officers, employees, agents or representatives.

15. Insurance Requirements

CONSULTANT shall take out and maintain 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. No Third Party Beneficiary

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

17. Notices

All notices required by this Agreement, other than invoices for payment which shall be sent directly to Accounts Payable, shall be in writing, and shall be personally delivered, sent by first class with postage prepaid, or sent by commercial courier, addressed as follows:

To CITY: Manuel Pineda, City Engineer
 Department of Public Works
 CITY OF SUNNYVALE
 P. O. Box 3707
 Sunnyvale, CA 94088-3707

To CONSULTANT: HYDROSCIENCE ENGINEERS
 Attn: Walter Sadler
 4055 Evergreen Village Square, Suite 250
 San Jose, CA 95135

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by telephone or facsimile transmission, to accomplish timely communication. However, to constitute effective notice, written confirmation of a telephone conversation or an original of a facsimile transmission must be sent by first class mail, by commercial carrier, or hand-delivered. 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 days after mailing, unless such date is a date on which there is no mail service. In that event communication is deemed to occur on the next mail service day.

18. Waiver

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

19. Amendments

No alterations or changes to the terms of this Agreement shall be valid unless made in writing and signed by both parties.

20. Integrated Agreement

This Agreement embodies the agreement between CITY and CONSULTANT and its terms and conditions. No verbal agreements or conversation with any officer, agent or employee of CITY prior to execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon CITY.

21. Conflict of Interest

CONSULTANT shall avoid all conflicts of interest, or appearance of conflict, in performing the services and agrees to immediately notify CITY of any facts that may give rise to a conflict of interest. CONSULTANT is aware of the prohibition that no officer of CITY shall have any interest, direct or indirect, in this Agreement or in the proceeds thereof. During the term of this Agreement CONSULTANT shall not accept employment or an obligation which is inconsistent or incompatible with CONSULTANT'S obligations under this Agreement.

22. California Agreement

This Agreement has been entered into in the State of California and this Agreement shall be governed by California law.

23. Records, Reports and Documentation

CONSULTANT shall maintain complete and accurate records of its operation, including any and all additional records required by CITY in writing. CONSULTANT shall submit to CITY any and all reports concerning its performance under this Agreement that may be requested by CITY in writing. CONSULTANT agrees to assist CITY in meeting CITY's reporting requirements to the state and other agencies with respect to CONSULTANT's work hereunder. All records, reports and documentation relating to the work performed under this Agreement shall be made available to City during the term of this Agreement.

24. Termination of Agreement

If CONSULTANT defaults in the performance of this Agreement, or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving written notice to CONSULTANT. If CITY fails to pay CONSULTANT, CONSULTANT at its option may terminate this Agreement if the failure is not remedied by CITY within thirty (30) days after written notification of failure to pay.

Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY also shall have the right to terminate this Agreement for any reason upon ten (10) days' written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be compensated in proportion to the percentage of services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONSULTANT shall present CITY with any work product completed at that point in time.

25. Subcontracting

None of the services covered by this Agreement shall be subcontracted without the prior written consent of CITY. Such consent may be issued with notice to proceed if subcontract consultants are listed in the project work plan.

26. Fair Employment

CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, condition of physical handicap, religion, ethnic background or marital status, in violation of state or federal law.

27. Changes

CITY or CONSULTANT may, from time to time, request changes in the terms and conditions of this Agreement. Such changes, which are mutually agreed upon by CITY and CONSULTANT, shall be incorporated in amendments to this Agreement.

28. Other Agreements

This Agreement shall not prevent either Party from entering into similar agreements with others.

29. 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.

30. Captions

The captions of the various sections, paragraphs and subparagraphs, of the contract are for convenience only and shall not be considered nor referred to for resolving questions of interpretation.

31. 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.

32. Miscellaneous

Time shall be of the essence in this Agreement. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision. This Agreement shall be governed and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

CITY OF SUNNYVALE ("CITY")

By _____
City Clerk

By _____
City Manager

HYDROSCIENCE ENGINEERS ("CONSULTANT")

By _____

APPROVED AS TO FORM:

Name/Title

City Attorney

By _____

Name/Title

Exhibit "A"
City of Sunnyvale
Wolfe/Evelyn Water Plant Reconstruction
Scope of Work

TASK 1 — PREDESIGN

1.1 Project Management. HydroScience will provide project management services as necessary to direct the internal project team and subconsultants, coordinate with City Staff, manage project accounting, and project schedule. This task will start with the Kickoff Meeting and be carried through all three project phases (Pre-design, Design and Construction Services.)

Assumptions

- Internal Project Management Meetings and Coordination with Subconsultants.
- Initial Kickoff Meeting will be used to establish the project schedule to include review time for the City and determine who are the key participants in the Pre-design effort, including approval for the recommended project

Deliverables

- Revised Project Schedule
- Kickoff Meeting minutes summarizing project review and approval procedures. Minutes will also identify participants for the proposed workshops.
- Weekly emails to Management Staff during design, 8 months
- Monthly project summary with billings.

1.2 Hydraulic Modeling. HydroScience will use the City's recently updated potable water hydraulic model to validate the pumping capacity required from the pump station. ***It is critical to establish the zone of benefit of the pump station and whether or not the station will pump to other storage facilities in higher zones.*** The demands developed will be used as the basis for pump sizing. To accomplish this, a global peaking factor will be added to the Summer scenario to simulate a peak summer day and subsequently turn the pump station on. Flow will be traced and the demand in the zone influenced by the pump station will be summed. This demand will then be used to facilitate selection of the new replacement pumps.

Assumptions

- City staff will help with the selection of the peaking factor.
- Only the Summer Scenario (highest use period) will modeled.
- All demand nodes in the sphere of influence of the pump station will have their complete demand assigned to the pump station.
- One meeting will be held with system operators to review demands, historical performance of the existing pump station and locations for the pressure recorders.
- One meeting will be held with system operators to review the modeling results.

Deliverables

- Technical memorandum summarizing current water demands on the pump station with a recommendation for pump sizing and configuration assuming VFDs.

1.3 Workshops.. HydroScience will conduct two workshop meetings to inform the identified personnel from Department of Environmental Services of the project intent and elicit input for the

**City of Sunnyvale
Wolfe/Evelyn Water Plant Reconstruction
Scope of Work**

preliminary design report, and review final recommendations for the project. Issues to be addressed would include, but not be limited to the following by category:

Site Civil

- Access requirements, i.e. vehicle size, turning radius, time of day, frequency, special requirements;
- Security requirements as dictated by mission, i.e. water supply, infrastructure maintenance, etc.;
- Space requirements long term, short term, seasonal, permanent;
- Operating calendar, seasonal, etc.;
- Responsibility for long term and short term maintenance as determined by regulatory and asset management requirements;
- Spoil handling requirements;
- Trench safety training requirements;
- Drainage facilities for the overall site with site specific issues identified; and
- Special requirements or requests to be identified.

Electrical

- Summary matrix of the Instrumentation, electrical and SCADA screens required will be prepared and included in the Basis of Design Report.
- Table of training requirements by a Manufacturer's representative for SCADA, generator operation and other identified elements.

Mechanical

- Condition of existing pump station building and alternatives for rehabilitation or replacement.
- Evaluation of the physical conditions and limitations of the existing pumps, piping and control valves.
- Pumping configuration, i.e. number of pumps, size, drive type (constant speed or VFD) based on modeling efforts for rehabilitation and replacement alternatives.
- Space conditioning requirements for the existing pump station and replacement pump station.
- Mechanical and Architectural treatment for the existing pump station and replacement pump station.
- Sound attenuation requirements and features.
- Control logic for new actuating valves on the tank inlet and outlet to be controlled via SCADA.

Assumptions

- Individuals identified in the Kickoff meeting as being key project participants will attend the workshops.
- City will supply copies of SCADA screens as requested.

Deliverables

- Summary matrix of the Instrumentation, electrical and SCADA screens required will be prepared and included in the Basis of Design Report.
- Table of training requirements by a Manufacturer's representative for SCADA, generator operation and other identified elements.
- Final site plan with the existing pump station and with new pump station.

**City of Sunnyvale
Wolfe/Evelyn Water Plant Reconstruction
Scope of Work**

1.4 Basis of Design Report. Results from the workshops and other efforts will be used to help develop the Basis of Design Report. This report will present the following:

- Process flow diagram;
- Evaluation of Pump Station alternatives and
- Preliminary cost estimates for rehabilitation of the existing Pump Station and construction of a new Pump Station will be developed for comparative purposes;
- Booster pump type, capacity, number, valving arrangements, operation, etc.;
- Pump station control logic.
- Site and pump station configuration for both alternatives as identified in the Site Planning effort;
- Site security requirements and access (gate) options based on Site Planning efforts and considerations of vulnerability and security preparedness;
- Condition assessment of inlet and outlet piping, gate and tank valves;
- Electrical and instrumentation requirements;
- SCADA screen requirements;
- Emergency generator sizing and sound requirements for both alternatives;
- Summary of geotechnical efforts to address pavement design, seismic conditions, etc.;
- Site paving recommendations, material and thickness, based on the identified uses, traffic volume, and geotechnical input;
- Construction schedule and estimate of preliminary construction cost for each alternative;
- Permits, internal and external to the City;
- NPDES permitting requirements during construction; and,
- CEQA requirements and mitigations measures if appropriate.
- Training required by Manufacturer's representative.
- Summary of recommended project.

Assumptions

- A workshop will be used to present the preliminary Basis of Design Report to City staff for review and comment.
- Comments received during the workshop will be used to prepare the Final Basis of Design Report.

Deliverables

- Basis of Design Report with appropriate exhibits (five hard copies and one PDF).

1.5 Geotechnical Report. An understanding of the subsurface conditions at the site is essential to development of cost effective design for the various project elements. Geocon, Inc. will perform a field exploration program, laboratory testing and Engineering analysis that will assist in the design development for the project. The field exploration will consist of six borings, with one boring to 50 feet to facilitate analysis of seismic site class and liquefaction potential. Two borings would be to a depth of approximately 25 feet and 3 borings would be advanced to a depth of approximately 5 feet to evaluate the depth of fills/spoils and provide information for pavement design recommendations. Representative samples will be obtained for laboratory testing and evaluation.

Assumptions

- For the borings advancing up to 25 feet in depth, drill cuttings can be used to backfill the boring. For the 50 foot boring, the boring will be abandoned in accordance with permit conditions. Cuttings will be left on site.

**City of Sunnyvale
Wolfe/Evelyn Water Plant Reconstruction
Scope of Work**

Deliverables

- Summary Report with finding, conclusions, and recommendations.

1.6 Condition Assessment Report. Understanding the internal and external condition of the 24-inch steel inlet and outlet pipes and associated valving is essential to thorough condition assessment of the Water Plant. JDH Corrosion, Inc. will review available documents, to determine features on the water mains, measure in-situ soil resistivities at select locations and depths, and measure pipe-to-soil potentials where accessible. Continuity testing, and surface potential profile may be performed depending upon site conditions and accessibility. At one location, excavation will be performed for assessment by direct assessment, and ultrasonic thickness measurements will be made around the entire circumference of the pipes. In addition, the condition of the inlet and outlet piping and gate and tank valves will be determined.

Assumptions

- One excavation and examination will be performed with the location based on information obtained during site evaluation.

Deliverables

- Condition Assessment Report detailing the findings of the investigation and recommendations for life extension strategies and/or replacement.

1.7 Topographic Survey. An accurate and current topographic survey of the project site is essential for a comprehensive design of the project and is critical for the stormwater system and spoil handling facilities. Therefore, O'Dell Engineering will provide complete topographic base mapping for the project site. They will establish survey control for the topographic survey which will be limited to the project site. The topographic survey will clearly locate and identify:

- Hardscape features;
- Building footprints;
- Surface utility features;
- High points, low points, breaklines, and spot elevations in flat areas;
- Contours (1-foot minor interval) and spot elevations; and
- Trees over 6-inches in diameter.

Assumptions

- Surveying will be limited to the area inside the existing perimeter fencing.

Deliverables

- Base map with topography and features shown to be included in the design documents.

TASK 2 — DESIGN

2.1 Civil Design. HydroScience will develop the site plan for the project based on the information presented in the Preliminary Design Report and the alternative selected by the City. The site plan will delineate grading and site improvements, security measures, , drainage modifications as required, yard piping modifications, location of new generator, pump station building location or modification, elevations of the building to include roofing and HVAC placement, sound attenuation features, and site demolition as required. Internal QA/QC will be performed on all design submittals.

**City of Sunnyvale
Wolfe/Evelyn Water Plant Reconstruction
Scope of Work**

2.2 Mechanical Design. HydroScience will prepare building layouts and elevations, and mechanical piping plans and equipment layouts. Mechanical details pump locations, modifications to the existing building if appropriate, equipment and piping supports, control valves as appropriate and other miscellaneous items will be prepared. Internal QA/QC will be performed on all design submittals.

2.3 Structural Design. HydroScience will prepare structural sheets and details for modifications of the existing building or design of a new building depending upon the City selected alternative. This effort would include foundations, CMU walls, and building structural components as required. It is assumed that the building would contain the electrical controls and pump, with the standby generator being located in a self-contained sound enclosure outside the building. Internal QA/QC will be performed on all design submittals.

2.4 Electrical Design. HydroScience will prepare single line power distribution diagrams, electrical site plans, MCC elevations, site lighting and security, and electrical details for the facility, compliant with Title 24. HydroScience will coordinate with PG&E regarding any changes in service or relocation of the transformer. Internal QA/QC will be performed on all design submittals.

2.5 Instrumentation Design. HydroScience will prepare a Process and Instrumentation Diagram, and control block diagrams for the pumps. Control loop descriptions will be prepared and SCADA programming and screen development requirements will be included. Internal QA/QC will be performed on all design submittals.

2.6 Specifications. HydroScience will prepare technical specifications in CSI format for Divisions 1 through 17. It is assumed the City's standard front end specifications would be utilized.

2.7 Title 24 Compliance and Building Permit. HydroScience will coordinate with the City's Community Development/Building Division for Building Permit submittal and issuance. It is assumed that notes on the drawing will address the requirements of the Title 24, "2013 California Energy Code" and a full Title 24 submittal and review will not be required, If a full submittal is required by the City's Building Division, this will be an extra work item.

2.8 Constructability and Cost Estimate Review. Constructability of the project as presented on the plans can have a significant impact on the final costs, by virtue of the means and methods that a contractor has to use to construct the project delineated. Therefore, a constructability review of the plans will be performed by Andrew Granner, at the 75% and 100% levels of design together with a review of the estimates of probable construction cost.

Deliverables

- 30% Design Submittal
 - 4 sets of half size drawings with PDFs
 - Cut sheets for equipment/appurtenances
 - Project schedule update
 - Estimate of probable construction cost
 - Table of contents for technical specifications
 - Memorandum regarding project requirements for NPDES Construction General Permit
 - Letters to any Franchise Utility Company with facilities on site
- 75% Design Submittal
 - 5 sets of half size drawings with PDFs
 - Plans will include all work elements and project details
 - Technical specifications

City of Sunnyvale
Wolfe/Evelyn Water Plant Reconstruction
Scope of Work

- Special provisions
 - Bid item description and measurement and payment provisions
 - List of minimum required submittals during construction
 - List of Special Inspection requirements
 - List of information available to Bidders, with disclaimer
- Updated project schedule
- Estimate of probable construction cost in the form of the bid schedule
- List of utility conflicts and resolution
- Responses to 30% review comment with mark ups
- All necessary permits or applications as appropriate
- SWPPP
- 100% Design Submittal
 - 7 sets of half size hard copies
 - Plans with peer review statement and signature on cover page
 - Specifications
 - Bid instructions
 - Special provisions with list of submittals required
 - Technical specifications
 - Updated project schedule
 - Estimate of probable construction cost based on 100% Drawings
 - Responses to 75% review comments with mark ups
 - Bid Package based on City and Building Division comments on 100% submittal
 - One set hard copy of full size plans stamped and signed by Engineer of Record
 - One hard copy of specifications, single-sided
 - Special provisions
 - Technical specifications stamped and signed on cover page
 - Final estimate of probable construction cost
 - Final construction schedule

TASK 3 — BIDDING AND CONSTRUCTION SERVICES

3.1 Bidding Services. This task shall include attendance at pre-bid meeting, responding to bidders' requests for information (RFI), supporting City's coordination efforts, and preparing addenda as necessary.

3.2 Submittal Review/RFI Response. HydroScience will coordinate activities associate with this task with the City's construction manager. Activities anticipated include the following:

- Prepare agenda and attend internal coordination meeting from design team to CM team.
- Attend pre-construction meeting
- Attend two construction progress meetings
- Attend two site acceptance testing meetings
- Final inspection and punch list preparation, one site visit.
- Timely response to RFIs (10 RFs)
- Submittal review/proposed substitution review (20 submittals with one re-submittal each)
- Participate in Change Order process

3.3 Record Drawings. Prepare record drawings based on red-lines provided by the Contractor and submit in PDF and CAD format. Participate in "Lessons Learned Meeting" at the end of the Project. This assumes that the drawings submitted by the Contractor are complete and have been reviewed by the City before submittal to HydroScience.

EXHIBIT "A-1" - PROJECT SCHEDULE

FIGURE 7.1- Project Schedule for Wolfe/Evelyn Water Plant Reconstruction

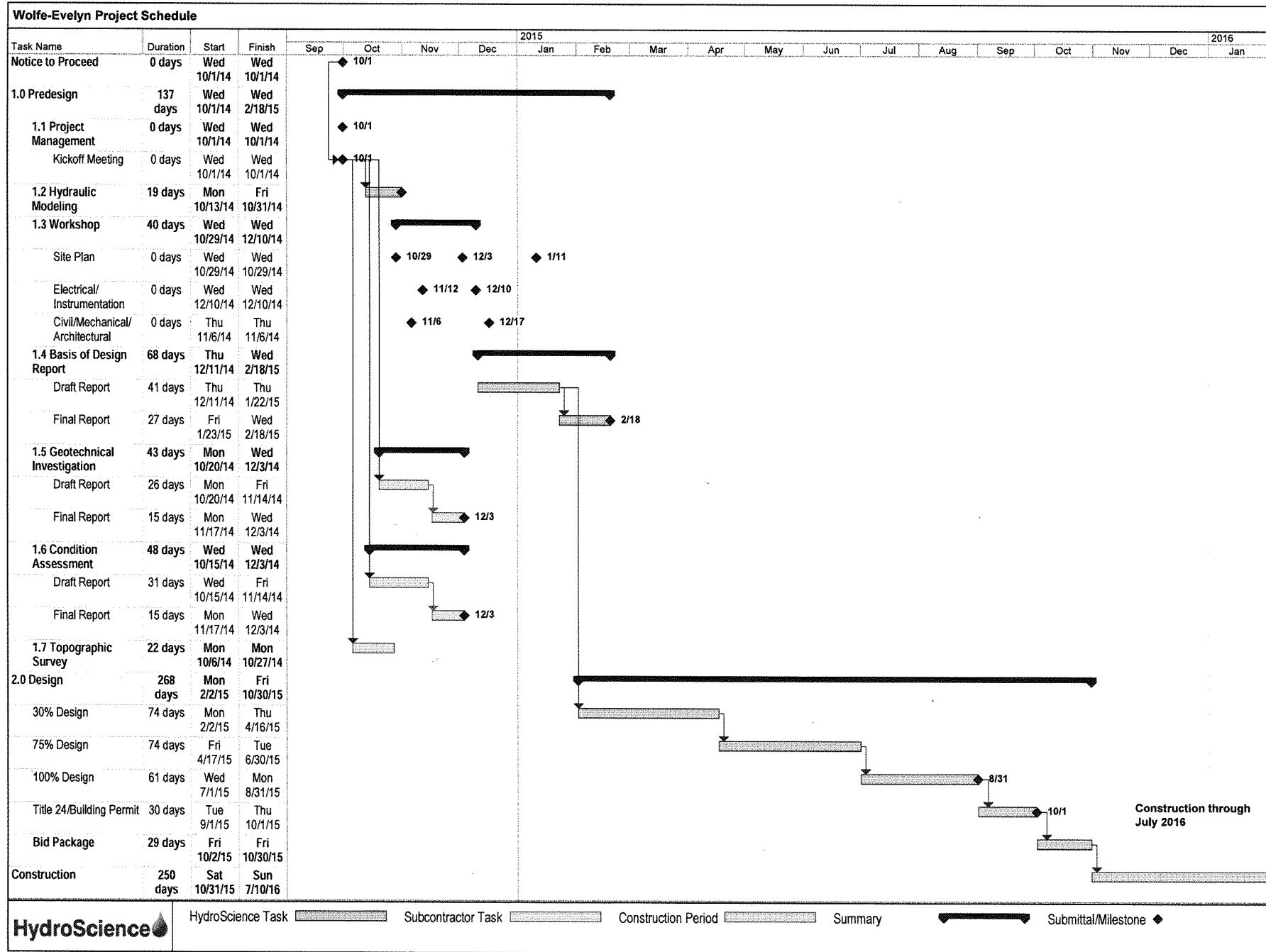


EXHIBIT "B" - COMPENSATION

HydroScience Engineers, Inc. - Wolfe Evelyn Water Plant Reconstruction Project Fee Proposal (Revised)

Task	Description	Principal	Engineer VIII	Engineer V	Engineer IV	Engineer III	Engineer I	Administrative II	HSe Hours	HSe Fee	Travel, Repro., and ODCs	Geocon (Geotechnical)	O'Dell (Survey/Ls)	jdth Corrosion	Andrew P. Granner (Constructability)	Sigma Mechanical (HVAC)	Brad Friedrichs (Structural)	Direct Charges Markup @ 10%	Expense Subtotal	Total Fee
		\$180	\$180	\$145	\$135	\$125	\$100	\$65												
	Task 1 - Predesign																			
1.1	Project Management/Meetings	16	40		40			8	104	\$16,000	\$500							\$50	\$550	\$16,550
1.2	Water Model Update and Modeling	4	8		40		8	4	64	\$8,620	\$500							\$50	\$550	\$9,170
1.3	Workshops		40	16	40	16			112	\$16,920	\$250							\$25	\$275	\$17,195
1.4	Basis of Design Report	8	60	16	40	16	32	8	180	\$25,680	\$500							\$50	\$550	\$26,230
1.5	Geotechnical Study		8						8	\$1,440	\$250	\$14,000						\$1,425	\$15,675	\$17,115
1.6	Condition Assessment Report		8						8	\$1,440	\$250			\$15,870				\$1,612	\$17,732	\$19,172
1.7	Surveying		8						8	\$1,440	\$250		\$7,600					\$785	\$8,635	\$10,075
	Total Task 1	28	172	32	160	32	40	20	484	\$71,540	\$2,500	\$14,000	\$7,600	\$15,870	\$0	\$0	\$0	\$3,997	\$43,967	\$115,507
	Task 2 - Design																			
2.1	Civil Design	8	48	24	120	40	80		320	\$42,760	\$1,500							\$150	\$1,650	\$44,410
2.2	Mechanical Design	8	32	16	120	60	80		316	\$41,220	\$1,500					\$2,500		\$400	\$4,400	\$45,620
2.3	Structural Design		16						16	\$2,880							\$22,000	\$2,200	\$24,200	\$27,080
2.4	Electrical Design		16	40		220	48		324	\$40,980	\$750							\$75	\$825	\$41,805
2.5	Instrumentation Design		16	40		160	36		252	\$32,280	\$750							\$75	\$825	\$33,105
2.6	Specifications	4	20		24	24		24	96	\$12,120	\$1,200							\$120	\$1,320	\$13,440
2.7	Ttl 24 (2014) Build Permit		8			8			16	\$2,440	\$200							\$20	\$220	\$2,660
2.8	Constructability/Cost Est Review	2	8						10	\$1,800					\$9,000			\$900	\$9,900	\$11,700
	Total Task 2	22	164	120	264	504	244	24	1324	\$176,480	\$5,700	\$0	\$0	\$0	\$9,000	\$2,500	\$22,000	\$3,940	\$43,340	\$219,820
	Task 3 - Construction Services																			
3.1	Bidding Services	4	8		16			8	36	\$4,840	\$500						\$1,200	\$170	\$1,870	\$6,710
3.2	Submittal Review/RFI Response	4	16	8	24	48		24	124	\$15,560	\$1,200						\$2,500	\$370	\$4,070	\$19,630
3.4	Record Drawings	2	8		16	16	40	8	90	\$10,480	\$750						\$1,500	\$225	\$2,475	\$12,955
	Total Task 3	10	32	8	56	64	40	40	250	\$30,880	\$2,450	\$0	\$0	\$0			\$5,200	\$765	\$8,415	\$39,295
Total		60	368	160	480	600	324	84	2058	\$278,900	\$10,650	\$14,000	\$7,600	\$15,870	\$9,000	\$2,500	\$27,200	\$8,702	\$95,722	\$374,622

Exhibit "C"

INSURANCE REQUIREMENTS FOR CONSULTANTS

Consultant 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 Consultant, his agents, representatives, or employees.

Minimum Scope and Limits of Insurance: Consultant shall maintain limits no less than:

1. **Commercial General Liability:** \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage. ISO Occurrence Form CG 0001 is required.
2. **Automobile Liability:** \$1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 is required.
3. **Workers' Compensation** and **Employer's Liability:** \$1,000,000 per accident for bodily injury or disease.
4. **Errors and Omissions** Liability Insurance appropriate to the Consultants Profession: \$1,000,000 per occurrence and \$2,000,000 aggregate.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared and approved by the City of Sunnyvale. The consultant shall guarantee payment of any losses and related investigations, claim administration and defense expenses within the deductible or self-insured retention.

Other Insurance Provisions

The **general liability** and **automobile liability** policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Sunnyvale, its officials, employees, agents and volunteers are to be covered as additional insureds with respects to liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Sunnyvale, its officers, employees, agents or volunteers.
2. For any claims related to this project, the Consultant's insurance shall be primary. Any insurance or self-insurance maintained by the City of Sunnyvale, its officers, officials, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Sunnyvale, its officers, officials, employees, agents or volunteers.
4. The Consultant'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.
5. 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 City of Sunnyvale.

Claims Made Coverage

If the General Liability and/or Errors & Omissions coverages are written on a claims-made form:

1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the contract work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Consultant must purchase an extended period coverage for a minimum of five years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the City of Sunnyvale for review.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Sunnyvale.

Verification of Coverage

Consultant shall furnish the City of Sunnyvale 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 City of Sunnyvale prior to commencement of work.



City of Sunnyvale

Agenda Item

14-1089

Agenda Date: 11/25/2014

REPORT TO COUNCIL

SUBJECT

Award of Bid No. PW15-13 for Concrete Sidewalk, Curb, Gutter and Driveway Approaches CDBG 2015 and Finding of CEQA Categorical Exemption

REPORT IN BRIEF

Approval is requested to award a construction contract in the amount of \$129,485 to SpenCon Construction, Inc. of Danville for Concrete Sidewalk, Curb, Gutter and Driveway Approaches CDBG 2015 (Public Works Project No. ST-14/07-15). Approval is also requested for an approximate 6% construction contingency in the amount of \$8,192 to utilize available funding.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) determination for this project is a categorical exemption pursuant to Class 1, Section 15301(c) and (d) for restoration or rehabilitation of deteriorated or damaged sidewalks, gutters and similar facilities.

BACKGROUND AND DISCUSSION

Capital Project 828140 (CDBG Sidewalk Replacement) allocates Community Development Block Grant (CDBG) funds for the reconstruction and/or installation of sidewalks, curbs and gutters in income-eligible areas of the City. The scope of this project will be to replace curbs, gutters, sidewalks and driveway approaches to mitigate concrete damage or failure, improve safety and maintain access in the right of way at approximately 55 locations throughout the City.

This project was bid as follows:

Bid Notice: Advertised in The Sun on October 10, 2014;
 Posted to 18 Bay Area Builder's Exchanges;
 Posted on Onvia Demandstar public procurement network; and
 Published on the City's website.

Bid Response: 18 contractors requested bid documents.

Bid Results: Sealed bids were publicly opened on October 29, 2014;
 Six responsive bids were received.

The lowest responsive and responsible bid was from Spencon Construction, Inc. in the amount of \$129,485. The Bid Summary is attached. Staff recommends accepting the bid from SpenCon Construction, Inc., the lowest responsive and responsible bidder. Staff also recommends the award of a construction contingency in the amount of \$8,192, approximately 6.3%, so that all budgeted grant funding can be utilized.

FISCAL IMPACT

Project costs are as follows:

Construction	\$129,485
Construction contingency (6.3%)	<u>\$8,192</u>
Total costs	\$137,677

Budgeted funds in the amount of \$137,677 are available in Capital Project 828140 (CDBG Sidewalk Replacement), which is funded by Community Development Block Grants.

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 Senior Center, Community Center and Department of Public Safety; and by making the agenda and report available at the Sunnyvale Public Library, the Office of the City Clerk and on the City's website.

RECOMMENDATION

1) Make a finding of CEQA categorical exemption pursuant to Class 1, Section 15301(c) and (d) for the restoration or rehabilitation of deteriorated or damaged sidewalks, gutters and similar facilities; 2) Award a contract, in substantially the same format as Attachment 2 and in the amount of \$129,485, to Spencon Construction, Inc. for the subject project, and authorize the City Manager to execute the contract when all the necessary conditions have been met; and 3) Approve a 6% construction contingency in the amount of \$8,192 to utilize available grant funding.

Prepared by: Pete Gonda, Purchasing Officer
Reviewed by: Grace K. Leung, Director, Finance
Reviewed by: Manuel Pineda, Director, Public Works
Reviewed by: Robert A. Walker, Assistant City Manager
Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Bid Summary
2. Draft General Construction Contract

BID SUMMARY

ATTACHMENT 1

Invitation for Bids No. PW15-13
Concrete Sidewalk, Curb, Gutter and Driveway Approaches CDBG 2015
Public Works Project No. ST-14/07-15

[illegible]

DRAFT
GENERAL CONSTRUCTION CONTRACT

THIS CONTRACT dated _____ is by and between the CITY OF SUNNYVALE, a municipal corporation of the State of California ("Owner") and SPENCON CONSTRUCTION, 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; 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, "Concrete Sidewalk, Curb, Gutter and Driveway Approaches CDBG 2015, Project No. ST14/07-15, Invitation for Bids No. PW15-13", including Two (2) Addenda; 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 furnishing transportation, labor, materials, and equipment to perform construction of concrete sidewalks, gutter, driveway approaches and curb ramps, at various locations as called for, and in the manner designated in, and in strict conformity with, the Plans and Specifications prepared by the Owner. These Plans and Specifications are entitled respectively, Concrete Sidewalk, Curb, Gutter and Driveway Approaches CDBG 2015, Project No. ST14/07-15.

It is understood and agreed that tools, equipment, apparatus, facilities, labor, transportation, and material shall be furnished and work 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 Hundred Twenty Nine Thousand Four Hundred Eighty Four and 50/100 Dollars (\$129,484.50) 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 as provided in the Contract 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 Ninety (90) 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 for Breach, etc. 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 Paragraph 21 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. Transmission of notice by facsimile or by telephone may be deemed sufficient if the requirement for written notice is waived, in writing, by the receiving party. Notices delivered in person shall be deemed communicated as of actual receipt. Notices sent by mail or courier service shall be deemed communicated as of three days after mailing or dispatch, unless that date is a date on which there is no mail or delivery service, in which case communication shall be deemed to occur the next mail service or delivery day. The burden of proof of compliance with this requirement for written notice shall be on the sending party. 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
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Contractor	SpenCon Construction, Inc. Attn: Steve Stahl P.O. Box 1220 Danville, CA 94526
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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.

15. Insurance. Contractor shall not commence work under this Contract until all insurance required under this paragraph has been obtained and such insurance has been approved by the Owner, nor shall Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Contractor shall furnish the Owner with satisfactory proof of the carriage of insurance required, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Contract and particularly Paragraph 16 hereof. Any policy of insurance required of the Contractor under this Contract shall also contain an endorsement providing that thirty (30) days' notice must be given in writing to the Owner of any pending change in the limits of liability or of any cancellation or modification of the policy. Insurance carrier shall be California-admitted.

(a) Compensation Insurance and Employer's Liability Insurance. Contractor shall take out and maintain during the life of this Contract Workers' Compensation Insurance and Employer's Liability Insurance for all of employees employed at the site of the project and, in case any work is sublet, Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance and Employer's Liability Insurance for all of the latter's employees unless such employees are covered by the protection afforded by Contractor.

In signing this Contract, Contractor makes the following certification, required by Section 1861 of the Labor Code:

"I am aware of the provision of Section 3700 of the Labor Code which requires 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."

(b) General Liability Insurance. Contractor, at its own cost and expense, shall maintain personal injury liability and property damage insurance for the period covered by the Contract in the amount of Two Million Dollars (\$2,000,000.00) per occurrence. Such coverage shall include, but shall not be limited to, protection against claims arising therefrom, and damage to property resulting from activities contemplated under this Contract. Such insurance shall be with insurers and under forms of policies satisfactory in all respects to the Owner and shall

provide that notice must be given to Owner at least thirty (30) days prior to cancellation or material change. The following endorsements shall be attached to the policy:

Policy shall cover on an "occurrence" basis. Policy must cover personal injuries as well as bodily injuries. Exclusion of contractual liability must be eliminated from personal injury endorsement. Broad form property damage endorsement must be attached. Owner is to be named as an additional insured on any contracts of insurance under this paragraph (b). Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code. The policies of insurance shall be considered primary insurance before any policies of insurance maintained by Owner.

(c) Automobile Liability. Contractor, at its own cost and expense, shall maintain automobile insurance for the period covered by the Contract in the amount of One Million Dollars (\$1,000,000.00) combined single limit coverage.

16. 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, fifty dollars (\$50.00) 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 twenty-five dollars (\$25.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated, in accordance with Labor Code Section 1776(g).

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://sunnyvale.ca.gov/DoingBusiness.aspx#Prevailing_Wage.

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. For federal aid contracts, Contractor must pay whichever wage is higher as determined by Davis-Bacon and the California Department of Industrial Relations. It is further expressly stipulated that Contractor shall, as a penalty to Owner, forfeit fifty dollars (\$50.00) 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 Hundred Fifty and No/100 (\$150.00), 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. Additional Provisions.

None.

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 Municipal Corporation, Owner

SpenCon Construction, Inc.
Contractor

License No. 820205

By _____
City Manager

By _____

Title

Attest:
City Clerk

By _____

Title

By _____
City Clerk

(SEAL)

APPROVED AS TO FORM:

City Attorney

(Notice: The signatures of the Contractor's officers on this contract must be acknowledged before a notary.)

ACKNOWLEDGMENT

State of California)
County of)

On _____ before me, _____
personally appeared _____

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

(SEAL)

“REVISED”

**Exhibit A
Bid Schedule**

<u>Item No.</u>	<u>Item Description with Unit Prices Written In Words</u>	<u>Unit of Measure</u>	<u>QTY</u>	<u>Unit Cost</u>
1.	Remove and reconstruct 4” thick concrete sidewalk.	SF	4,197	\$8.50
2.	Removal and Reconstruct Curb and Gutter.	LF	1,297	\$47.00
3.	Remove and reconstruct 6” thick Concrete Sidewalk in Driveway.	SF	773	\$9.50
4.	Remove and Reconstruct 6” thick Concrete Driveway.	SF	791	\$9.50
5.	Remove Park Strip Concrete and fill Backfill with 4” topsoil. (Revocable)	SF	700	\$4.00
6.	Utility Box Adjustment (Revocable)	EA	3	\$150.00
7.	4” thick Asphalt Concrete (Revocable)	SF	200	\$9.00
8.	Replace Water Meter (Revocable)	EA	5	\$75.00
9.	Installation of 3” Ductile Iron Pipe (DIP) Curb Drain (Revocable)	LF	200	\$20.00
10.	Asphalt Grinding – 2” (Revocable)	SF	500	\$6.00
11.	Valley Gutter	LF	116	\$48.00

Federal Labor Standard Provisions
SECTION 14. FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS

GENERAL.—The work herein proposed will be financed in whole or in part with Federal funds, and therefore all of the statutes, rules and regulations promulgated by the Federal Government and applicable to work financed in whole or in part with Federal funds will apply to such work. The "Required Contract Provisions, Federal-Aid Construction Contracts, "Form FHWA 1273, are included in this Section 14. Whenever in said required contract provisions references are made to "SHA contracting officer", "SHA resident engineer", or "authorized representative of the SHA", such references shall be construed to mean "Engineer" as defined in Section 1-1.18 of the Standard Specifications.

PERFORMANCE OF PREVIOUS CONTRACT.—In addition to the provisions in Section II, "Nondiscrimination," and Section VII, "Subletting or Assigning the Contract," of the required contract provisions, the Contractor shall comply with the following:

The bidder shall execute the CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS located in the proposal. No request for subletting or assigning any portion of the contract in excess of \$10,000 will be considered under the provisions of Section VII of the required contract provisions unless such request is accompanied by the CERTIFICATION referred to above, executed by the proposed subcontractor.

NON-COLLUSION PROVISION.—The provisions in this section are applicable to all contracts except contracts for Federal Aid Secondary projects.

Title 23, United States Code, Section 112, requires as a condition precedent to approval by the Federal Highway Administrator of the contract for this work that each bidder file a sworn statement executed by, or on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid. A form to make the non-collusion affidavit statement required by Section 112 as a certification under penalty of perjury rather than as a sworn statement as permitted by 28, USC, Sec. 1746, is included in the proposal.

PARTICIPATION BY MINORITY BUSINESS ENTERPRISES IN SUBCONTRACTING.—Part 26, Title 49, Code of Federal Regulations applies to this Federal-aid project. Pertinent sections of said Code are incorporated in part or in its entirety within other sections of these special provisions.

Schedule B—Information for Determining Joint Venture Eligibility

(This form need not be filled in if all joint venture firms are minority owned.)

1. Name of joint venture _____

2. Address of joint venture _____

3. Phone number of joint venture _____

4. Identify the firms, which comprise the joint venture. (The MBE partner must complete Schedule A.) _____

a. Describe the role of the MBE firm in the joint venture.

b. Describe very briefly the experience and business qualifications of each non-MBE joint venturer: _____

5. Nature of the joint venture's business _____

6. Provide a copy of the joint venture agreement.

7. What is the claimed percentage of MBE ownership? ____

8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement, provided by question 6.).

- a. Profit and loss sharing.
- b. Capital contributions, including equipment.
- c. Other applicable ownership interests.

9. Control of and participation in this contract. Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision-making, including, but not limited to, those with prime responsibility for:

a. Financial decisions _____

b. Management decisions, such as:

1. Estimating _____

2. Marketing and sales _____

3. Hiring and firing of management personnel _____

4. Purchasing of major items or supplies _____

c. Supervision of field operations _____

Note.—If, after filing this Schedule B and before the completion of the joint venture's work on the contract covered by this regulation, there is any significant change in the information submitted, the joint venture must inform the grantee, either directly or through the prime contractor if the joint venture is a subcontractor.

Affidavit

"The undersigned swear that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide to grantee current, complete and accurate information regarding actual joint venture work and the payment therefore and any proposed changes in any of the joint venture arrangements and to permit the audit and examination of the books, records and files of the joint venture, or those of each joint venturer relevant to the joint venture, by authorized representatives of the grantee or the Federal funding agency. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

.....
Name of Firm	Name of Firm
.....
Signature	Signature
.....
Name	Name
.....
Title	Title
.....
Date	Date

Date _____

State of _____

County of _____

On this ____ day of _____, 19 __, before me appeared (Name) _____, to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____

Commission expires _____

[Seal]

Date _____

State of _____

County of _____

On this ____ day of _____, 19 __, before me appeared (Name) _____ to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____

Commission expires _____

[Seal]

Revised 3-95
08-07-95

FR-2

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 minority, 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 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 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 or 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.

2. 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 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 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.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder _____, proposed subcontractor _____, hereby certifies that he has _____, has not _____, 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 filing 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 _____ 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 _____

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 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.

Note: 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.

Noncollusion Affidavit

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

To the CITY / COUNTY 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 Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion 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 judgment 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.

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.

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

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

Congressional District, if known

6. Federal Department/Agency:

Congressional District, if known

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: _____

Title: _____

Telephone No.: _____ Date: _____

Federal Use Only:

Authorized for Local Reproduction
Standard Form - LLL

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 officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.

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 _____

(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.

Licensed in conformance with an act providing for the registration of Contractors,

License No. _____ Classification(s) _____

ADDENDA -

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

(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 Noncollusion 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: _____



Signature and Title of Bidder

Business Address _____

Place of Business _____

Place of Residence _____

SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS

2-1.01 GENERAL

The bidder's attention is directed to the provisions in Section 2, "Proposal Requirements and Conditions," of the Standard Specifications and these special provisions for the requirements and conditions which the bidder must observe in the preparation of and the submission of the bid.

The bidder's bond shall conform to the bond form in the Bid book for the project and shall be properly filled out and executed. The bidder's bond form included in that book may be used.

In conformance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in the Bid book. Signing the Bid book shall also constitute signature of the Noncollusion Affidavit.

The contractor, sub recipient 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 Title 49 CFR (Code of Federal Regulations) part 26 in the award and administration of US 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 recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.

Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening, including but not limited to escrowed bid documents, where applicable, may subject the bidder to a determination of the bidder's responsibility in the event it is the apparent low bidder on a future public works contracts.

(Use this Section for projects with Federal funds over \$100,000)

2-1.015--FEDERAL LOBBYING RESTRICTIONS.--Section 1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower tier sub recipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal-aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement.

If any funds other than Federal funds have been paid for the same purposes in connection with this Federal-aid contract, the recipient shall submit an executed certification and, if required, submit a completed disclosure form as part of the bid documents.

A certification for Federal-aid contracts regarding payment of funds to lobby Congress or a Federal agency is included in the Bid book. Standard Form - LLL, "Disclosure of Lobbying Activities," with instructions for completion of the Standard Form is also included in the Bid book. Signing the Bid book shall constitute signature of the Certification.

The above referenced certification and disclosure of lobbying activities shall be included in each subcontract and any lower-tier contracts exceeding \$100,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
- (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal Action.

5-1. SUBCONTRACTING

No subcontract releases the Contractor from the contract or relieves the Contractor of their responsibility for a subcontractor's work.

If the Contractor violates Pub Cont Code § 4100 et seq., the City/County of __Sunnyvale__ may exercise the remedies

provided under Pub Cont Code § 4110. The City/County of __Sunnyvale__ may refer the violation to the Contractors State License Board as provided under Pub Cont Code § 4111.

The Contractor shall perform work equaling at least 30 percent of the value of the original total bid with the Contractor's own employees and equipment, owned or rented, with or without operators.

Each subcontract must comply with the contract.

Each subcontractor must have an active and valid State contractor's license with a classification appropriate for the work to be performed (Bus & Prof Code, § 7000 et seq.).

Submit copies of subcontracts upon request by the Engineer.

Before subcontracted work starts, submit a Subcontracting Request form.

Do not use a debarred contractor; a current list of debarred contractors is available at the Department of Industrial Relations' Web site.

Upon request by the Engineer, immediately remove and not again use a subcontractor who fails to prosecute the work satisfactorily.

Each subcontract and any lower tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts" in Section 14 of these special provisions. Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

5-1._ PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

A prime contractor or subcontractor shall pay any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

5-1._ PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

CITY OF SUNNYVALE CDBG SUPPLEMENTAL CONDITIONS

Exhibit B

The Project to be constructed pursuant to this Contract will be financed primarily or entirely with federal funds provided to the City of Sunnyvale through a federal Community Development Block Grant ("CDBG") and is subject to, but not limited to, the following Supplemental General Conditions.

These following Supplemental General Conditions are hereby made a part of this Contract and shall supplement and/or supersede any articles of these specifications in conflict therewith. Any subsequent and/or addenda issued after these specifications have been prepared shall supplement and/or supersede any articles of these specifications.

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Application to Subcontractors

No money under this Contract shall be disbursed by the Contractor to any Subcontractor or agency except pursuant to a written contract which incorporates the conditions listed herein to the extent they are applicable.

Definitions

The following terms as used in these Supplemental General Conditions are respectively defined as follows:

(A) **"Contract"** means the entire agreement entered into between the City and the Contractor. The complete Contract consists of the following documents: Notice Inviting Bids; Instructions to Bidders; Performance Bond and Payment Bond; Guaranty; 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, "Concrete Sidewalk, Curb, Gutter and Driveway Approaches CDBG 2015, Project No. ST-14/07-15, Invitation for Bids No. PW15-13", including {Number of Addenda} Addenda; OSHA, and other standards and codes as outlined in the Specifications; and CDBG Supplemental

Conditions as required by HUD. These documents are all incorporated by reference. The documents comprising the complete contract are collectively referred to as the Contract Documents. The contract includes all formal changes to any of those documents by addendum, change order, or other modification.

- (B) **“Contractor”**: A person, firm or corporation with whom a Contract is entered into by the City.
- (C) **“HUD”** means the Secretary of the U.S. Department of Housing and Urban Development.
- (D) **“Project”**: Work to be performed under the Contract, including the transportation of materials and supplies to or from the location of the Project by employees of the Contractor and any Subcontractor.
- (E) **“Subcontract”**: Any agreement, other than one involving an employer-employee relationship, entered into by the Contractor calling for supplies or services required solely for the performance of the Contract or another Subcontract.
- (F) **“Subcontractor”**: A person, firm or corporation supplying labor and materials or only labor for work at the site of the Project for, and under separate Contract or agreement with, the Contractor.

Access to Records and Retention of Records (24 CFR Part 92.508 & 24 CFR Part 85.36(l)(10) & (11))

- (A) **Access to Records.** The City, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor and Subcontractor(s) which are directly pertinent to this specific Contract, for the purpose of making audit, examination, excerpts, and transcriptions from such records including, but not limited to, Contracts, subcontracts, invoices, materials, payrolls, records of personnel, conditions of employment and any other data relating to matters covered by this Contract. Such access shall be granted at any time during normal business hours and as often as the City, HUD and/or the Comptroller General of the United States may deem necessary.
- (B) **Documentation of Costs.** All costs shall be supported by properly executed payrolls, time records, invoices, Contracts, vouchers, orders, or other accounting documents. All documents pertaining in whole or in part to this Contract shall be clearly identified and readily accessible.
- (C) **Retention of Records.** All required records must be maintained by the Contractor for five years after City makes final payments and all other pending matters are closed.

Equal Opportunity Provisions

- (A) **Minority Business Enterprise** (Executive Orders 11625 "Prescribing Additional Arrangements for Developing and Coordinating a National Program for Minority Business Enterprise", dated October 13, 1971 and 12432 "Minority Business Enterprise Development", dated July 14, 1983) **and Women's Business Enterprise**

(Executive Order 12138 "Creating a National Women's Business Enterprise Policy and Prescribing Arrangements for Developing, Coordinating and Implementing a National Program for Women's Business Enterprise", dated May 18, 1979).

Affirmative steps must be taken by Contractor and all subcontractors to assure that small, minority and women-owned businesses and firms located in labor surplus areas are used when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

1. Include any such qualified firms on solicitation lists.
2. Assure that such firms are solicited whenever they are potential sources.
3. When economically feasible, divide total requirements into smaller tasks or quantities so as to permit such firms maximum opportunities for participation through Subcontracting.
4. Where possible, establish delivery schedules which will encourage such participation.
5. Keep records of efforts and results.

(B) Civil Rights, HCD, and Age Discrimination Acts Assurances. *(Applies to all Contracts and Subcontracts)*

During the performance of this Contract, the Contractor assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, or handicap, under any program or activity funded by this Contract, as required by Title VI of the Civil Rights Act of 1964 (42 USC 2000d and 24 CFR Part 1), Title I of the Housing and Community Development Act of 1974, as amended (42 USC 5309 and 24 CFR Part 6), and the Age Discrimination Act of 1975, as amended (42 USC 6101-07 and 24 CFR Part 146) which prohibits discrimination on the basis of age, and all implementing regulations.

(C) State Nondiscrimination Clause.

1. During the performance of this Contract, Contractor and its Subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractors and Subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Contractor and Subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f) et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full, Contractor and its Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
2. The Contractor shall include the nondiscrimination and compliance provisions of

this clause in all Subcontracts to perform work under the Contract.

(D) Equal Employment Opportunity Clause *(Applies to all Contracts and Subcontracts of \$10,000 or more)*

Section 202 Equal Employment Opportunity Clause (Executive Order 11246 dated 9/24/65, as amended by Executive Order 11375 dated 10/13/67 and Executive Order 12086 dated Oct. 5, 1978, and as supplemented in Department of Labor Regulations (41 CFR, Part 60 1.4 (b)))

The Contractor hereby agrees that it will incorporate or cause to be incorporated the following equal opportunity clause into any Contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, Contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, Contract, loan, insurance, or guarantee:

During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor will send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other Contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965; and the rules, regulations and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Contracting Agency and the Secretary of

Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government Contracts or federally assisted construction Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every Subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any Subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally-assisted construction work; provided that if the Contractor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the Contract.

The Contractor agrees that it will assist and cooperate actively with the City, HUD and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the City and HUD and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or Contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, government Contracts and federally-assisted construction Contracts, pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the

Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this funding commitment (Contract, loan, grant, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Contractor; and refer the case to the City of Justice for appropriate legal proceedings.

(E) Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity: Executive Order 11246:

1. The "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" require timetables and goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the City of Sunnyvale, as follows:

MINORITY AND FEMALE PARTICIPATION
Percentages – Until Further Notice

GOALS FOR PARTICIPATION IN EACH TRADE:	MINORITIES	WOMEN
All Trades	County: Santa Clara County 19.6%	6.9%

2. These goals are applicable to all of the Contractor's construction work (whether or not it is federal or federally assisted) performed in the covered area and are applicable from the execution of this Contract until project completion.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR Part 60-4, paragraph 3(a), and its efforts to meet the goals established for the geographical area where the Contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the Contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its Projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from Project to Project for the sole purpose of meeting the Contractor's goals shall be a violation of the Contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction Subcontract in excess of ten thousand (\$10,000) dollars at any

tier of construction work under the Contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the Subcontractor; employer identification number of the Subcontractor, estimated dollar amount of the Subcontract; estimated starting and completion dates of the Subcontract; and the geographical area in which the Subcontract is to be performed. See #5 below for the list of OFCCP offices.

4. As used in this Notice, and in the Contract resulting from this solicitation, the "covered area" is the City of Sunnyvale in Santa Clara County.
5. Local California District OFCCP Offices

District Offices

Counties Served by District Office

OFCCP District Director	Alpine, Calaveras, Fresno, Kings, Madera, Mariposa,
U.S. Department of Labor	Merced, Mono, Monterey, San Benito, Santa Clara,
60 S. Market St., Suite 410	Santa Cruz, Stanislaus, Tuolumne
San Jose, CA 95113-2328	
Ph (408) 291-7384/Fax (408) 291-7559	

(F) Standard Federal Equal Employment Opportunity Construction Contract Specifications: Executive Order 11246 (41 CFR Part 60-1):

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this Contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Program, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, and the Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, Subcontracts a portion of the work involving any construction trade, it shall physically include in each Subcontract in excess of ten thousand (\$10,000) dollars the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this Contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR Part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO Clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs (7a) through (7p) of these specifications. The goals set forth in the solicitation from which this Contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization, the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, nor the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor where possible, will assign two or more women to each construction Project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under (7)b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female-focused news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one (1) month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment sources, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
 - j. Encourage present minority and female employees to recruit other minority persons and women, and where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilets and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for Subcontracts from minority and female construction companies, Contractors and suppliers, including circulation of solicitations to minority and female-focused Contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a) through (7p). The efforts of a Contractor association, Joint Contractor-union, Contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under (7a) through (7p) of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The

obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government Contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing Subcontracts as may be imposed or ordered pursuant to Executive Order 11246 as amended, and its implementing regulations by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246 as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph (7) of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR Part 60-4-8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application or requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

- (G) (Secretary of Labor May 6, 1967 order on the Elimination of Segregated Facilities (32 F.R. 7439, 19 May 1967) 41 CFR Part 60-1.8.

Certificate of Non-Segregated Facilities.

The federally assisted construction Contractor certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The federally assisted construction Contractor certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The federally assisted construction Contractor agrees that a breach of this certification is a violation of the Section 202 Equal Opportunity Clause in this Contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

The federally assisted construction Contractor agrees that (except where it has obtained identical certifications from proposed Subcontractors for specified time period) it will obtain identical certifications from proposed Subcontractors prior to the award of Subcontracts exceeding \$10,000 which are not exempt from the provisions of the Section 202 Equal Opportunity Clause, and that it will retain such certifications in its files; and that s/he will forward the following notice to such proposed Subcontractors (except where proposed Subcontractors have submitted identical certifications for specific time periods).

NOTE: Whoever knowingly and willfully makes any false, fictitious or fraudulent representation may be liable to criminal prosecution under 18 U.S.C. 1001.

- (H) *This Section is applicable to all construction Contracts and Subcontracts of \$100,000 or more*

"Section 3" Compliance in the Provision of Training, Employment and Business Opportunities Section 3 Housing and Urban Development Act of 1968 (12 U.S.C. 1701 u <> 24 CFR Part 135).

This agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1801 u) as amended. The Section 3 clause requires that every applicant, recipient, contracting party, Contractor and Subcontractor shall incorporate, or cause to be incorporated, in all Contracts for work in connection with a Section 3 covered Project, the following clause (referred to as a Section 3 clause):

1. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u. The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted Projects covered by section 3, shall to the greatest extent feasible, be directed to low- and

very low-income persons, particularly persons who are recipients of HUD assistance for housing.

2. The parties to the Contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
3. The Contractor agrees send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the said labor organization or workers' representative of Contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places available at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions and the anticipated date the work shall begin.
4. The Contractor agrees to include this Section 3 clause in every Subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the Subcontract or in this section 3 clause, upon a finding that the Subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not Subcontract with any Subcontractor where the Contractor has notice or knowledge that the Subcontractor has been found in violation of the regulations in 24 CFR Part 135.
5. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 135.
6. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted Contracts.

(I) *This Section is applicable to all Contracts and Subcontracts.*

Section 504 Rehabilitation Act of 1973, as amended (29 USC 794 <> 24 CFR Part 8); Affirmative Action for Workers with Disabilities (48 CFR 52.222-36)

During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all

employment practices, such as hiring, demotion, transfer, recruitment, advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

2. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Federal Rehabilitation Act of 1973, as amended ("Act").
3. In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
4. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the United States Department of Labor - Office of Federal Contract Compliance Programs (OFCCP) provided by or through OFCCP. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities and the rights of applicants and employees.
5. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other Contract understanding, that the Contractor is bound by the terms of Section 504 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment qualified individuals with physical or mental disabilities.
6. The Contractor will include the provisions of this clause in every Subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 504 of the Act, so that such provisions will be binding upon each Subcontractor with respect to any Subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

This Section is applicable to all Contracts and Subcontracts of \$100,000 or more.

Lead-Based Paint (42 USC 4821 et seq. and 24 CFR Part 35)

The use of lead-based paint in the federally assisted construction or rehabilitation of residential structures (including day cares, senior centers, and community facilities) is prohibited by Section 401(b) of the Lead-Based Paint Poisoning Prevention Act [42 USC 4831(b)] and regulations in 24 CFR 35B. To the extent that contracted work involves residential structures, the Contractor and Subcontractors must follow the new regulations issued under sections 1012 and 1013 of the Residential Lead-Based Paint Hazard Reduction Act of 1992, which is Title X of the Housing and Community Development Act of 1992. Sections 1012 and 1013 of Title X amended the Lead-Based Paint Poisoning

Prevention Act of 1971, which is the basic law covering lead-based paint in federally assisted housing.

1. The Contractor and Subcontractors shall not use lead-based paint in residential structures and shall eliminate any lead-based paint hazards in residential structures that are rehabilitated.
2. At a minimum the Contractor and Subcontractors must comply with the Lead Hazard Reduction Methods in 24 CFR 35.1330 and 1325.
3. All workers involved in the disturbance of lead-based paint bearing surfaces must be trained in lead safe work practices.
4. At the conclusion of residential rehabilitation, the property must pass a lead hazard clearance test by a certified technician and lab. The lead level must meet the federal and California lead level threshold standards. Clearance is not required if rehabilitation did not disturb painted surfaces of a total area more than that set forth in 24 CFR 35.1350(d).

Title IV of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831) prohibits the use of lead-based paint on any interior or exterior residential surfaces constructed or rehabilitated with Federal Assistance in any form.

Clean Air Act, Federal Water Pollution Control Act, E.O. 11738 and EPA Regulatory Compliance Provisions

The Contractor agrees to the following clause and will include it in any Subcontracts over \$100,000:

During the performance of this Contract, the Contractor and all Subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 7401 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended. In addition to the foregoing requirements, all nonexempt Contractors and Subcontractors shall furnish to the Owner, the following:

- (A) A stipulation by the Contractor or Subcontractors that any facility to be utilized in the performance of any nonexempt Contract or Subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15.20.
 - (B) Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 U.S.C. 1857c-8) and (33 U.S.C. 1318) relating to the inspection, monitoring, entry reports and information as well as all other requirements specified in said Section 114 and Section 308, and all regulations, and guidelines issued thereunder.
- a. A stipulation that as a condition for the award of the Contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the Contract is under consideration to be listed on the EPA List of Violating Facilities.
 - b. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraphs A through D of this section in every nonexempt

Subcontract and requiring that the Contractor will take such actions as the Government may direct as a means of enforcing such provisions.

Postings

The following postings shall be prominently posted & accessible in conspicuous places at the site of work in locations that are available to employees and applicants for employment in the Project/work area:

- (A) All Projects
 - 1. United States Department of Labor - Occupational Safety & Health Administration:
"You Have a Right to A Safe and Healthful Workplace"
English (OSHA 3165) and Spanish (OSHA 3167)
 - 2. United States Department of Labor - Office of Federal Contract Compliance Programs:
"The Equal Employment Opportunity (EEO) Poster"
English, Spanish and Chinese [Mandarin], Tagalog, and Vietnamese (if available)
 - 3. Other federally required postings, as may be required by the United States Department of Labor, Office of Federal Contract Compliance Programs (OFCCP), or the United States Department of Housing and Urban Development (HUD).
 - 4. State of California posters as may be required by the Division of Occupational Safety and Health (DOSH), Department of Industrial Relations (DIR), the Department of Fair Employment and Housing (DFEH), the Office of Environmental Health Hazard Assessment (OEHHA), or the Secretary of State.
 - 5. Section 3 Opportunity
- (B) Davis Bacon Projects
 - 1. Davis-Bacon Prevailing Wage Rates for the Project
 - 2. United States Department of Labor:
"Notice to Employees Working on Federally Financed Construction Projects"
English (WH-1321Eng) and Spanish (WH-1321SP)
- (C) State Prevailing Wage Projects
Prevailing wage rate determinations. The body awarding any Contract for public work or otherwise undertaking any public work shall cause a copy of the prevailing wage determination for each craft, classification or type of worker needed to execute the Contract to be posted at each job site. (Labor Code section 1773.2)

Failure to Include or Use of Incorrect Wage Decision

Failure to include the required Department of Labor Davis-Bacon Wage Determination or State of California: Department of Industrial Relations Wage Determination in bid documents or Contracts will not relieve the Contractor or Subcontractor from potential liabilities or enforcement actions. In cases of an incorrect decision or failure to include a decision, the City must either terminate and re-solicit the Contract with the valid decision, or make the valid wage decision retroactive to the beginning of construction through supplemental agreement. The Contractor or Subcontractor, if not at fault, must be compensated for any increases in required wages resulting from such a change.

EXHIBIT "C"

CERTIFICATION

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the contractor certifies that:

Drug Free Workplace -- It will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about -
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will -
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

- (c) 7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

Signature/Authorized Official

Date

Title

OMB Approval No.: 2535-0117 (exp. 11/30/2009)

Executive Order 12421 dated July 14, 1986, vests the Minority Business Development Plans shall be developed by each Federal Agency and that these annual plans shall establish minority business development objectives. The information is used by HUD to monitor and evaluate MBE activities against the total program activity and the designated minority business enterprises (MBE) goals. The Department requires the information to provide guidance and oversight for programs for the development of minority business enterprise and encourage Minority Business Development. If the information is not collected HUD would not be able to establish meaningful MBE goals nor evaluate MBE performance against these goals. While no assurances of confidentiality is pledged to respondents, HUD generally discloses this data only in response to a Freedom of Information request.

Privacy Act Notice - The United States Department of Housing and Urban Development, Federal Housing Administration, is authorized to solicit the information requested in this form by virtue of Title 12, United States Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. It will not be disclosed or released outside the United States Department of Housing and Urban Development without your consent, except as required or permitted by law.

1. Grant/Project Owner/Developer/Sponsor/Builder/Agency	2. Location (City, State, ZIP Code)
Check if: <input type="checkbox"/> PHA <input type="checkbox"/> IHA <input type="checkbox"/>	

[illegible]

CPD:	7c: Type of Trade Codes:	7d: Racial/Ethnic Codes:	5: Program Codes (Complete for Housing and Public and Indian Housing programs only):
1 = New Construction	Housing/Public Housing:	1 = White Americans	1 = All insured, including Section 8
2 = Education/Training	1 = New Construction	2 = Black Americans	2 = Exempted Subsidy
3 = Other	2 = Substantial Rehab.	3 = Native Americans	3 = Section 8 Insured, Non-HFEDA
	3 = Repair	4 = Hispanic Americans	4 = Insured (Management)
	4 = Service	5 = Asian/Pacific Americans	
	5 = Project Managt.	6 = Hasidic Jews	
	6 = Other		
Previous editions are obsolete.			

Form HUD-2516 (8/98)

<p>This report is to be completed by grantees, developers, sponsors, builders, agencies, and/or project owners for reporting contract and subcontract activities of \$10,000 or more under the following programs: Community Development Block Grants (entitlement and small cities), Urban Development Action Grants, Housing Development Grants, Multifamily, Insured and Noninsured, Public and Indian Housing Authorities, and contracts entered into by recipients of CDBG rehabilitation assistance. Contracts/subcontracts of less than \$10,000 need be reported only if such contracts represent a significant portion of your total contracting activity. Include only contracts executed during this reporting period.</p> <p>This form has been modified to capture Section 3 contract data in columns 7g and 7i. Section 3 requires that the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs shall, to the greatest extent feasible, be directed toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. Recipients using this form to report Section 3 contract data must also use Part 1 of form HUD-60002 to report employment and training opportunities data. Form HUD-2516 is to be completed for public and Indian housing and most community development programs. Form HUD-60002 is to be completed by all other HUD programs including State administered community development programs covered under Section 3.</p> <p>A Section 3 contractor/subcontractor is a business concern that provides economic opportunities to low- and very low-income residents of the metropolitan area (or nonmetropolitan county), including a business concern that is 51 percent or more owned by low- or very low-income residents; employs a substantial number of low- or very low-income residents; or provides subcontracting or business development opportunities to businesses owned by low- or very low-income residents. Low- and very low-income residents include participants in Youthbuild programs established under Subtitle D of Title IV of the Cranston-Gonzalez National Affordable Housing Act. The terms "low-income persons" and "very low-income persons" have the same meanings given the terms in section 3(b)(2) of the United States Housing Act of 1937. Low-income persons mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary</p>	<p>completed for public and Indian housing and most community development programs. Form HUD-60002 is to be completed by all other HUD programs including State administered community development programs covered under Section 3.</p> <p>A Section 3 contractor/subcontractor is a business concern that provides economic opportunities to low- and very low-income residents of the metropolitan area (or nonmetropolitan county), including a business concern that is 51 percent or more owned by low- or very low-income residents; employs a substantial number of low- or very low-income residents; or provides subcontracting or business development opportunities to businesses owned by low- or very low-income residents. Low- and very low-income residents include participants in Youthbuild programs established under Subtitle D of Title IV of the Cranston-Gonzalez National Affordable Housing Act. The terms "low-income persons" and "very low-income persons" have the same meanings given the terms in section 3(b)(2) of the United States Housing Act of 1937. Low-income persons mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary</p>	
<p>Community Development Programs</p> <p>1. Grantee: Enter the name of the unit of government submitting this report.</p> <p>3. Contact Person: Enter name and phone of person responsible for maintaining and submitting contract/subcontract data.</p> <p>7a. Grant Number: Enter the HUD Community Development Block Grant Identification Number (with dashes). For example: B-32-MC-25-0034. For Entitlement Programs and Small City multi-year comprehensive programs, enter the latest approved grant number.</p> <p>7b. Amount of Contract/Subcontract: Enter the dollar amount rounded to the nearest dollar. If subcontractor ID number is provided in 7i, the dollar figure would be for the subcontract only and not for the prime contract.</p> <p>7c. Type of Trade: Enter the numeric codes which best indicates the contractor's/subcontractor's service. If subcontractor ID number is provided in 7i, the type of trade code would be for the subcontractor only and not for the prime contractor. The "other" category includes supply, professional services and all other activities except construction and education/training activities.</p> <p>7d. Business Racial/Ethnic/Gender Code: Enter the numeric code which indicates the racial/ethnic/gender character of the owner(s) and controller(s) of 51% of the business. When 51% or more is not owned and controlled by any single racial/ethnic/gender category, enter the code which seems most appropriate. If the subcontractor ID number is provided, the code would apply to the subcontractor and not to the prime contractor.</p> <p>7e. Woman Owned Business: Enter Yes or No.</p> <p>7i. Contractor Identification (ID) Number: Enter the Employer (IRS) Number of the Prime Contractor as the unique identifier for prime recipient of HUD funds. Note that the Employer (IRS) Number must be provided for each contract/subcontract awarded.</p> <p>7g. Section 3 Contractor: Enter Yes or No.</p> <p>7h. Subcontractor Identification (ID) Number: Enter the Employer (IRS) Number of the subcontractor as the unique identifier for each subcontract awarded from HUD funds. When the subcontractor ID Number is provided, the respective Prime Contractor ID Number must also be provided.</p> <p>7i. Section 3 Contractor: Enter Yes or No.</p> <p>7i. Contractor/Subcontractor Name and Address: Enter this information for each</p> <p>Previous editions are obsolete.</p>	<p>firm receiving contract/subcontract activity only one time on each report for each firm.</p> <p>Multifamily Housing Programs</p> <p>1. Grantee/Project Owner: Enter the name of the unit of government, agency or mortgagee entity submitting this report.</p> <p>3. Contact Person: Same as item 3 under CPD Programs.</p> <p>4. Reporting Period: Check only one period.</p> <p>5. Program Code: Enter the appropriate program code.</p> <p>7a. Grant/Project Number: Enter the HUD Project Number or Housing Development Grant or number assigned.</p> <p>7b. Amount of Contract/Subcontract: Same as item 7b under CPD Programs.</p> <p>7c. Type of Trade: Same as item 7c under CPD Programs.</p> <p>7d. Business Racial/Ethnic/Gender Code: Same as item 7d under CPD Programs.</p> <p>7e. Woman Owned Business: Enter Yes or No.</p> <p>7i. Contractor Identification (ID) Number: Same as item 7i under CPD Programs.</p> <p>7g. Section 3 Contractor: Enter Yes or No.</p> <p>7h. Subcontractor Identification (ID) Number: Same as item 7h under CPD Programs.</p> <p>7i. Section 3 Contractor: Enter Yes or No.</p> <p>7i. Contractor/Subcontractor Name and Address: Same as item 7i under CPD Programs.</p>	<p>Public Housing and Indian Housing Programs</p> <p>PHAs/HHAs are to report all contracts/subcontracts. Include only contracts executed during this reporting period.</p> <p>1. Project Owner: Enter the name of the unit of government, agency or mortgagee entity submitting this report. Check box as appropriate.</p> <p>3. Contact Person: Same as item 3 under CPD Programs.</p> <p>4. Reporting Period: Check only one period.</p> <p>5. Program Code: Enter the appropriate program code.</p> <p>7a. Grant/Project Number: Enter the HUD Project Number or Housing Development Grant or number assigned.</p> <p>7b. Amount of Contract/Subcontract: Same as item 7b under CPD Programs.</p> <p>7c. Type of Trade: Same as item 7c under CPD Programs.</p> <p>7d. Business Racial/Ethnic/Gender Code: Same as item 7d under CPD Programs.</p> <p>7e. Woman Owned Business: Enter Yes or No.</p> <p>7i. Contractor Identification (ID) Number: Same as item 7i under CPD Programs.</p> <p>7g. Section 3 Contractor: Enter Yes or No.</p> <p>7h. Subcontractor Identification (ID) Number: Same as item 7h under CPD Programs.</p> <p>7i. Section 3 Contractor: Enter Yes or No.</p> <p>7i. Contractor/Subcontractor Name and Address: Same as item 7i under CPD Programs.</p>



City of Sunnyvale

Agenda Item

14-1092

Agenda Date: 11/25/2014

REPORT TO COUNCIL

SUBJECT

Award of Bid No. PW15-10 for ADA Curb Ramps Installation CDBG - 2015 and Finding of CEQA Categorical Exemption

REPORT IN BRIEF

Approval is requested to award a construction contract in the amount of \$178,100 to Trident Contractors, Inc. of Daly City for Curb Ramps Installation CDBG - 2015 (Public Works Project No. ST -14/08-15). Approval is also requested for an approximate 25% construction contingency in the amount of \$45,110 in order to utilize all available grant funding.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) determination for this project is a categorical exemption pursuant to Class 1, Section 15301(c) and (d) for restoration or rehabilitation of deteriorated or damaged sidewalks, gutters and similar facilities.

BACKGROUND AND DISCUSSION

Capital Project 830270 (ADA Curb Retrofit (CDBG)) provides Community Development Block Grants (CDBG) funds to accelerate curb ramp construction to meet Americans with Disabilities Act (ADA) standards. City survey teams have visited and documented various ramp locations. Ramp installation is prioritized to provide the greatest benefit to the greatest number of people. This project will provide for the installation of approximately 60 ADA compliant curb retrofits across the City.

This project was bid as follows:

Bid Notice: Advertised in The Sun on October 10, 2014;
 Posted to 18 Bay Area Builder's Exchanges;
 Posted on Onvia Demandstar public procurement network; and
 Published on the City's website.

Bid Response: 15 contractors requested bid documents.

Bid Results: Sealed bids were publicly opened on October 29, 2014;
 Six responsive bids were received.

The lowest responsive and responsible bid was from Trident Contractors, Inc. of Daly City in the amount of \$178,100. The Bid Summary is attached. Staff recommends accepting the bid from Trident Contractors, Inc., the lowest responsive and responsible bidder. Staff also recommends the award of 25% contingency in the amount of \$45,110 so that 100% of the budgeted CDBG funding can be utilized to add curb ramp locations.

FISCAL IMPACT

Project costs are as follows:

Construction	\$178,100
Construction contingency (25.3%)	<u>\$45,110</u>
Total costs	\$223,210

Budgeted funds in the amount of \$223,210 are available in Capital Project 830270 (ADA Curb Retrofit (CDBG)), which is funded by Community Development Block Grants.

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 Senior Center, Community Center and Department of Public Safety; and by making the agenda and report available at the Sunnyvale Public Library, the Office of the City Clerk and on the City's website.

RECOMMENDATION

1) Make a finding of CEQA categorical exemption pursuant to Class 1, Section 15301(c) and (d) for the restoration or rehabilitation of deteriorated or damaged sidewalks, gutters and similar facilities; 2) Award a contract, in substantially the same format as Attachment 2 and in the amount of \$178,100, to Trident Contractors, Inc. for the subject project, and authorize the City Manager to execute the contract when all the necessary conditions have been met; and 3) Approve a 25% construction contingency in the amount of \$45,110 in order to utilize all available grant funding.

Prepared by: Pete Gonda, Purchasing Officer
Reviewed by: Grace K. Leung, Director, Finance
Reviewed by: Manuel Pineda, Director, Public Works
Reviewed by: Robert A. Walker, Assistant City Manager
Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Bid Summary
2. Draft General Construction Contract

BID SUMMARY

ATTACHMENT 1

Invitation for Bids No. PW15-10
Curb Ramps Installation CDBG - 2015
Public Works Project No. ST-14/08-15

[illegible]

**DRAFT
GENERAL CONSTRUCTION CONTRACT**

THIS CONTRACT dated _____ is by and between the CITY OF SUNNYVALE, a municipal corporation of the State of California ("Owner") and TRIDENT CONTRACTORS, 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; 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, "Curb Ramps Installation CDBG 2015, Project No. ST-14/08-15, Invitation for Bids No. PW15-10", including Two (2) Addenda; 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 of to install the required construction of ADA Curb Ramps and remove and reconstruct certain curbs, gutters and sidewalks, adjust to grade, existing traffic boxes, meters and others city owned facilities within the limits of the new ADA curb ramps. All new curb ramps shall have detectable warning surfaces installed as part of the ramp as required and called for, and in the manner designated in, and in strict conformity with, the Plans and Specifications prepared by and adopted by the Owner. These Plans and Specifications are entitled respectively, Curb Ramps Installation CDBG 2015, Project No. ST-14/08-15.

It is understood and agreed that tools, equipment, apparatus, facilities, labor, transportation, and material shall be furnished and work 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 Hundred Seventy Eight Thousand One Hundred and NO/100 Dollars (\$178,100.00) 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 as provided in the Contract 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 Sixty (60) working days from the date specified in the Notice to Proceed. **All work on the project, including punchlist items, must be completed no later than March 31, 2014. No extension will be allowed beyond the March 31, 2014 deadline.**

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 for Breach, etc. If Contractor should file a bankruptcy petition and/or adjudged 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 Paragraph 21 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. Transmission of notice by facsimile or by telephone may be deemed sufficient if the requirement for written notice is waived, in writing, by the receiving party. Notices delivered in person shall be deemed communicated as of actual receipt. Notices sent by mail or courier service shall be deemed communicated as of three days after mailing or dispatch, unless that date is a date on which there is no mail or delivery service, in which case communication shall be deemed to occur the next mail service or delivery day. The burden of proof of compliance with this requirement for written notice shall be on the sending party. 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: Trident Contractors, Inc.
Attn: Ramkishore Roa
1618 Sullivan Avenue, Ste 526
Daly City, CA 94015

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.

15. Insurance. Contractor shall not commence work under this Contract until all insurance required under this paragraph has been obtained and such insurance has been approved by the Owner, nor shall Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Contractor shall furnish the Owner with satisfactory proof of the carriage of insurance required, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Contract and particularly Paragraph 16 hereof. Any policy of insurance required of the Contractor under this Contract shall also contain an endorsement providing that thirty (30) days' notice must be given in writing to the Owner of any pending change in the limits of liability or of any cancellation or modification of the policy. Insurance carrier shall be California-admitted.

(a) Compensation Insurance and Employer's Liability Insurance. Contractor shall take out and maintain during the life of this Contract Workers' Compensation Insurance and Employer's Liability Insurance for all of employees employed at the site of the project and, in case any work is sublet, Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance and Employer's Liability Insurance for all of the latter's employees unless such employees are covered by the protection afforded by Contractor.

In signing this Contract, Contractor makes the following certification, required by Section 1861 of the Labor Code:

"I am aware of the provision of Section 3700 of the Labor Code which requires 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."

(b) General Liability Insurance. Contractor, at its own cost and expense, shall maintain personal injury liability and property damage insurance for the period covered by the Contract in the amount of Two Million Dollars (\$2,000,000.00) per occurrence. Such coverage shall include, but shall not be limited to, protection against claims arising therefrom, and damage to property resulting from activities contemplated under this Contract. Such insurance shall be with insurers and under forms of policies satisfactory in all respects to the Owner and shall provide that notice must be given to Owner at least thirty (30) days prior to cancellation or material change. The following endorsements shall be attached to the policy:

Policy shall cover on an "occurrence" basis. Policy must cover personal injuries as well as bodily injuries. Exclusion of contractual liability must be eliminated from personal injury endorsement. Broad form property damage endorsement must be attached. Owner is to be named as an additional insured on any contracts of insurance under this paragraph (b). Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code. The policies of insurance shall be considered primary insurance before any policies of insurance maintained by Owner.

(c) **Automobile Liability.** Contractor, at its own cost and expense, shall maintain automobile insurance for the period covered by the Contract in the amount of One Million Dollars (\$1,000,000.00) combined single limit coverage.

16. 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, fifty dollars (\$50.00) 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 twenty-five dollars (\$25.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated, in accordance with Labor Code Section 1776(g).

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 State of California Department of Industrial Relations <http://www.dir.ca.gov/OPRL/pwd/index.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. For federal aid contracts, Contractor must pay whichever wage is higher as determined by Davis-Bacon and the California Department of Industrial Relations. It is further expressly stipulated that Contractor shall, as a penalty to Owner, forfeit fifty dollars (\$50.00) 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 Two Hundred Fifty and No/100 (\$250.00), 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. Additional Provisions.

None.

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 Municipal Corporation, Owner

Trident Contractors, Inc.
Contractor

License No. 991011

By _____
City Manager

By _____

Title

Attest:
City Clerk

By _____

Title

By _____
City Clerk

(SEAL)

APPROVED AS TO FORM:

City Attorney

(Notice: The signatures of the Contractor's officers on this contract must be acknowledged before a notary.)

ACKNOWLEDGMENT

State of California)
County of)

On _____ before me, _____
personally appeared _____

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

(SEAL)

**Exhibit A
Bid Schedule**

No.	Description	QTY	Unit	Unit Cost
1	PCC Curb Ramp – 13C-1	9	EA	\$1,900.00
2	PCC Curb Ramp – 13C-2	22	EA	\$1,800.00
3	PCC Curb Ramp - B	1	EA	\$2,700.00
4	PCC Curb Ramp – CM	2	EA	\$2,700.00
5	PCC Curb Ramp - F	23	EA	\$1,900.00
6	PCC Curb Ramp - G	3	EA	\$2,700.00
7	Remove and Reconstruct Curb and Gutter (Revocable)	320	LF	\$50.00
8	Remove and Reconstruct 4" Sidewalk (Revocable)	1,000	SF	\$15.00
9	Utility Box Adjustment (Revocable)	8	EA	\$250.00
10	4" Thick Asphalt Concrete (Revocable)	500	SF	\$13.00
11	Striping (Revocable)	100	LF	\$60.00
12	Remove Park Strip Concrete and Backfill with 4" Topsoil (Revocable) .	1,000	SF	\$15.00
13	Relocate post/sign (Revocable)	4	EA	\$250.00

Federal Labor Standard Provisions
SECTION 14. FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS

GENERAL.—The work herein proposed will be financed in whole or in part with Federal funds, and therefore all of the statutes, rules and regulations promulgated by the Federal Government and applicable to work financed in whole or in part with Federal funds will apply to such work. The "Required Contract Provisions, Federal-Aid Construction Contracts, "Form FHWA 1273, are included in this Section 14. Whenever in said required contract provisions references are made to "SHA contracting officer", "SHA resident engineer", or "authorized representative of the SHA", such references shall be construed to mean "Engineer" as defined in Section 1-1.18 of the Standard Specifications.

PERFORMANCE OF PREVIOUS CONTRACT.—In addition to the provisions in Section II, "Nondiscrimination," and Section VII, "Subletting or Assigning the Contract," of the required contract provisions, the Contractor shall comply with the following:

The bidder shall execute the CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS located in the proposal. No request for subletting or assigning any portion of the contract in excess of \$10,000 will be considered under the provisions of Section VII of the required contract provisions unless such request is accompanied by the CERTIFICATION referred to above, executed by the proposed subcontractor.

NON-COLLUSION PROVISION.—The provisions in this section are applicable to all contracts except contracts for Federal Aid Secondary projects.

Title 23, United States Code, Section 112, requires as a condition precedent to approval by the Federal Highway Administrator of the contract for this work that each bidder file a sworn statement executed by, or on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid. A form to make the non-collusion affidavit statement required by Section 112 as a certification under penalty of perjury rather than as a sworn statement as permitted by 28, USC, Sec. 1746, is included in the proposal.

PARTICIPATION BY MINORITY BUSINESS ENTERPRISES IN SUBCONTRACTING.—Part 26, Title 49, Code of Federal Regulations applies to this Federal-aid project. Pertinent sections of said Code are incorporated in part or in its entirety within other sections of these special provisions.

Schedule B—Information for Determining Joint Venture Eligibility

(This form need not be filled in if all joint venture firms are minority owned.)

1. Name of joint venture _____

2. Address of joint venture _____

3. Phone number of joint venture _____

4. Identify the firms, which comprise the joint venture. (The MBE partner must complete Schedule A.) _____

a. Describe the role of the MBE firm in the joint venture.

b. Describe very briefly the experience and business qualifications of each non-MBE joint venturer: _____

5. Nature of the joint venture's business _____

6. Provide a copy of the joint venture agreement.

7. What is the claimed percentage of MBE ownership? ____

8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement, provided by question 6.).

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- a. Profit and loss sharing.
- b. Capital contributions, including equipment.
- c. Other applicable ownership interests.

9. Control of and participation in this contract. Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision-making, including, but not limited to, those with prime responsibility for:

a. Financial decisions _____

b. Management decisions, such as:

1. Estimating _____

2. Marketing and sales _____

3. Hiring and firing of management personnel _____

4. Purchasing of major items or supplies _____

c. Supervision of field operations _____

Note.—If, after filing this Schedule B and before the completion of the joint venture's work on the contract covered by this regulation, there is any significant change in the information submitted, the joint venture must inform the grantee, either directly or through the prime contractor if the joint venture is a subcontractor.

Affidavit

"The undersigned swear that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide to grantee current, complete and accurate information regarding actual joint venture work and the payment therefore and any proposed changes in any of the joint venture arrangements and to permit the audit and examination of the books, records and files of the joint venture, or those of each joint venturer relevant to the joint venture, by authorized representatives of the grantee or the Federal funding agency. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

..... Name of Firm Name of Firm
..... Signature Signature
..... Name Name
..... Title Title
..... Date Date

Date _____

State of _____

County of _____

On this ____ day of _____, 19 __, before me appeared (Name) _____, to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____

Commission expires _____

[Seal]

Date _____

State of _____

County of _____

On this ____ day of _____, 19 __, before me appeared (Name) _____ to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____

Commission expires _____

[Seal]

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08-07-95

FR-2

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 minority, 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 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 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 or 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.

2. 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 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 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.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the

participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder _____, proposed subcontractor _____, hereby certifies that he has _____, has not _____, 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 filing 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 ____ 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 _____

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 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.

Note: 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.

Noncollusion Affidavit

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

To the CITY / COUNTY 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 Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion 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 judgment 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.

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.

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

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

Congressional District, if known

6. Federal Department/Agency:

Congressional District, if known

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: _____

Title: _____

Telephone No.: _____ Date: _____

Federal Use Only:

Authorized for Local Reproduction
Standard Form - LLL

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 officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.

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 _____

(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.

Licensed in conformance with an act providing for the registration of Contractors,

License No. _____ Classification(s) _____

ADDENDA -

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

(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 Noncollusion 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: _____



Signature and Title of Bidder

Business Address _____

Place of Business _____

Place of Residence _____

SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS

2-1.01 GENERAL

The bidder's attention is directed to the provisions in Section 2, "Proposal Requirements and Conditions," of the Standard Specifications and these special provisions for the requirements and conditions which the bidder must observe in the preparation of and the submission of the bid.

The bidder's bond shall conform to the bond form in the Bid book for the project and shall be properly filled out and executed. The bidder's bond form included in that book may be used.

In conformance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in the Bid book. Signing the Bid book shall also constitute signature of the Noncollusion Affidavit.

The contractor, sub recipient 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 Title 49 CFR (Code of Federal Regulations) part 26 in the award and administration of US 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 recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.

Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening, including but not limited to escrowed bid documents, where applicable, may subject the bidder to a determination of the bidder's responsibility in the event it is the apparent low bidder on a future public works contracts.

(Use this Section for projects with Federal funds over \$100,000)

2-1.015--FEDERAL LOBBYING RESTRICTIONS.--Section 1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower tier sub recipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal-aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement.

If any funds other than Federal funds have been paid for the same purposes in connection with this Federal-aid contract, the recipient shall submit an executed certification and, if required, submit a completed disclosure form as part of the bid documents.

A certification for Federal-aid contracts regarding payment of funds to lobby Congress or a Federal agency is included in the Bid book. Standard Form - LLL, "Disclosure of Lobbying Activities," with instructions for completion of the Standard Form is also included in the Bid book. Signing the Bid book shall constitute signature of the Certification.

The above referenced certification and disclosure of lobbying activities shall be included in each subcontract and any lower-tier contracts exceeding \$100,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
- (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal Action.

5-1. SUBCONTRACTING

No subcontract releases the Contractor from the contract or relieves the Contractor of their responsibility for a subcontractor's work.

If the Contractor violates Pub Cont Code § 4100 et seq., the City/County of __Sunnyvale__ may exercise the remedies

provided under Pub Cont Code § 4110. The City/County of __Sunnyvale__ may refer the violation to the Contractors State License Board as provided under Pub Cont Code § 4111.

The Contractor shall perform work equaling at least 30 percent of the value of the original total bid with the Contractor's own employees and equipment, owned or rented, with or without operators.

Each subcontract must comply with the contract.

Each subcontractor must have an active and valid State contractor's license with a classification appropriate for the work to be performed (Bus & Prof Code, § 7000 et seq.).

Submit copies of subcontracts upon request by the Engineer.

Before subcontracted work starts, submit a Subcontracting Request form.

Do not use a debarred contractor; a current list of debarred contractors is available at the Department of Industrial Relations' Web site.

Upon request by the Engineer, immediately remove and not again use a subcontractor who fails to prosecute the work satisfactorily.

Each subcontract and any lower tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts" in Section 14 of these special provisions. Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

5-1._ PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

A prime contractor or subcontractor shall pay any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

5-1._ PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

CITY OF SUNNYVALE CDBG SUPPLEMENTAL CONDITIONS

Exhibit B

The Project to be constructed pursuant to this Contract will be financed with assistance from the City of Sunnyvale Community Development Block Grant ("the City") and is subject to, but not limited to, the following Supplemental General Conditions.

These following Supplemental General Conditions are hereby made a part of this Contract and shall supplement and/or supersede any articles of these specifications in conflict therewith. Any subsequent and/or addenda issued after these specifications have been prepared shall supplement and/or supersede any articles of these specifications.

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Application to Subcontractors

No money under this Contract shall be disbursed by the Contractor to any Subcontractor or agency except pursuant to a written contract which incorporates the conditions listed herein to the extent they are applicable.

Definitions

The following terms as used in these Supplemental General Conditions are respectively defined as follows:

(A) **"Contract"** means the entire agreement entered into between the City and the Contractor. The complete Contract consists of the following documents: Notice Inviting Bids; Instructions to Bidders; Performance Bond and Payment Bond; Guaranty; 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, "Curb Ramps Installation CDBG 2015", Project No. ST-14/08-15, Invitation for Bids No. PW15-10", including {Number of Addenda} Addenda; OSHA, and other standards and codes as outlined in the Specifications; and CDBG Supplemental Conditions as required by HUD. These documents are all incorporated by reference. The documents comprising the complete

contract are collectively referred to as the Contract Documents. The contract includes all formal changes to any of those documents by addendum, change order, or other modification.

- (B) **"Contractor"**: A person, firm or corporation with whom a Contract is entered into by the City.
- (C) **"HUD"** means the Secretary of Housing and Urban Development.
- (D) **"Project"**: Work to be performed under the Contract, including the transportation of materials and supplies to or from the location of the Project by employees of the Contractor and any Subcontractor.
- (E) **"Subcontract"**: Any agreement, other than one involving an employer-employee relationship, entered into by the Contractor calling for supplies or services required solely for the performance of the Contract or another Subcontract.
- (F) **"Subcontractor"**: A person, firm or corporation supplying labor and materials or only labor for work at the site of the Project for, and under separate Contract or agreement with, the Contractor.

Access to Records and Retention of Records (24 CFR Part 92.508 & 24 CFR Part 85.36(l)(10) & (11))

- (A) **Access to Records.** The City, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor and Subcontractor(s) which are directly pertinent to this specific Contract, for the purpose of making audit, examination, excerpts, and transcriptions from such records including, but not limited to, Contracts, subcontracts, invoices, materials, payrolls, records of personnel, conditions of employment and any other data relating to matters covered by this Contract. Such access shall be granted at any time during normal business hours and as often as the City, HUD and/or the Comptroller General of the United States may deem necessary.
- (B) **Documentation of Costs.** All costs shall be supported by properly executed payrolls, time records, invoices, Contracts, vouchers, orders, or other accounting documents. All documents pertaining in whole or in part to this Contract shall be clearly identified and readily accessible.
- (C) **Retention of Records.** All required records must be maintained by the Contractor for five years after City makes final payments and all other pending matters are closed.

Equal Opportunity Provisions

- (A) **Minority Business Enterprise** (Executive Orders 11625 "Prescribing Additional Arrangements for Developing and Coordinating a National Program for Minority Business Enterprise", dated October 13, 1971 and 12432 "Minority Business Enterprise Development", dated July 14, 1983) **and Women's Business Enterprise** (Executive Order 12138 "Creating a National Women's Business Enterprise Policy and Prescribing Arrangements for Developing, Coordinating and Implementing a

National Program for Women's Business Enterprise", dated May 18, 1979).

Affirmative steps must be taken by Contractor and all subcontractors to assure that small, minority and women-owned businesses and firms located in labor surplus areas are used when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

1. Include any such qualified firms on solicitation lists.
2. Assure that such firms are solicited whenever they are potential sources.
3. When economically feasible, divide total requirements into smaller tasks or quantities so as to permit such firms maximum opportunities for participation through Subcontracting.
4. Where possible, establish delivery schedules which will encourage such participation.
5. Keep records of efforts and results.

(B) Civil Rights, HCD, and Age Discrimination Acts Assurances. *(Applies to all Contracts and Subcontracts)*

During the performance of this Contract, the Contractor assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, or handicap, under any program or activity funded by this Contract, as required by Title VI of the Civil Rights Act of 1964 (42 USC 2000d and 24 CFR Part 1), Title I of the Housing and Community Development Act of 1974, as amended (42 USC 5309 and 24 CFR Part 6), and the Age Discrimination Act of 1975, as amended (42 USC 6101-07 and 24 CFR Part 146) which prohibits discrimination on the basis of age, and all implementing regulations.

(C) State Nondiscrimination Clause.

1. During the performance of this Contract, Contractor and its Subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractors and Subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Contractor and Subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f) et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full, Contractor and its Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
2. The Contractor shall include the nondiscrimination and compliance provisions of this clause in all Subcontracts to perform work under the Contract.

(D) Equal Employment Opportunity Clause *(Applies to all Contracts and Subcontracts of \$10,000 or more)*

Section 202 Equal Employment Opportunity Clause (Executive Order 11246 dated 9/24/65, as amended by Executive Order 11375 dated 10/13/67 and Executive Order 12086 dated Oct. 5, 1978, and as supplemented in Department of Labor Regulations (41 CFR, Part 60 1.4 (b))

The Contractor hereby agrees that it will incorporate or cause to be incorporated the following equal opportunity clause into any Contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, Contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, Contract, loan, insurance, or guarantee:

During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor will send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other Contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965; and the rules, regulations and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Contracting Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government Contracts or federally assisted construction Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every Subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any Subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally-assisted construction work; provided that if the Contractor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the Contract.

The Contractor agrees that it will assist and cooperate actively with the City, HUD and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the City and HUD and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or Contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, government Contracts and federally-assisted construction Contracts, pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this

funding commitment (Contract, loan, grant, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Contractor; and refer the case to the City of Justice for appropriate legal proceedings.

(E) Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity: Executive Order 11246:

1. The "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" require timetables and goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the City of Sunnyvale, as follows:

MINORITY AND FEMALE PARTICIPATION
Percentages – Until Further Notice

GOALS FOR PARTICIPATION IN EACH TRADE:	MINORITIES	WOMEN
All Trades	County: Santa Clara County 19.6%	6.9%

2. These goals are applicable to all of the Contractor's construction work (whether or not it is federal or federally assisted) performed in the covered area and are applicable from the execution of this Contract until project completion.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR Part 60-4, paragraph 3(a), and its efforts to meet the goals established for the geographical area where the Contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the Contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its Projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from Project to Project for the sole purpose of meeting the Contractor's goals shall be a violation of the Contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction Subcontract in excess of ten thousand (\$10,000) dollars at any tier of construction work under the Contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the Subcontractor; employer identification number of the Subcontractor, estimated dollar amount of the Subcontract; estimated starting and completion dates of the

Subcontract; and the geographical area in which the Subcontract is to be performed. See #5 below for the list of OFCCP offices.

4. As used in this Notice, and in the Contract resulting from this solicitation, the "covered area" is the City of Sunnyvale in Santa Clara County.
5. Local California District OFCCP Offices

District Offices

Counties Served by District Office

OFCCP District Director U.S. Department of Labor 60 S. Market St., Suite 410 San Jose, CA 95113-2328 Ph (408) 291-7384/Fax (408) 291-7559	Alpine, Calaveras, Fresno, Kings, Madera, Mariposa, Merced, Mono, Monterey, San Benito, Santa Clara, Santa Cruz, Stanislaus, Tuolumne
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(F) Standard Federal Equal Employment Opportunity Construction Contract Specifications: Executive Order 11246 (41 CFR Part 60-1):

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this Contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Program, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, and the Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, Subcontracts a portion of the work involving any construction trade, it shall physically include in each Subcontract in excess of ten thousand (\$10,000) dollars the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this Contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR Part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO Clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs (7a) through (7p) of these specifications. The goals set forth in the solicitation from which this Contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization, the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, nor the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor where possible, will assign two or more women to each construction Project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation

to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under (7)b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female-

focused news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one (1) month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment sources, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
 - j. Encourage present minority and female employees to recruit other minority persons and women, and where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilets and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for Subcontracts from minority and female construction companies, Contractors and suppliers, including circulation of solicitations to minority and female-focused Contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a) through (7p). The efforts of a Contractor association, Joint Contractor-union, Contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under (7a) through (7p) of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the

Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government Contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing Subcontracts as may be imposed or ordered pursuant to Executive Order 11246 as amended, and its implementing regulations by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246 as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph (7) of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR Part 60-4-8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application or requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant

Program).

- (G) (Secretary of Labor May 6, 1967 order on the Elimination of Segregated Facilities (32 F.R. 7439, 19 May 1967) 41 CFR Part 60-1.8.

Certificate of Non-Segregated Facilities.

The federally assisted construction Contractor certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The federally assisted construction Contractor certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The federally assisted construction Contractor agrees that a breach of this certification is a violation of the Section 202 Equal Opportunity Clause in this Contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

The federally assisted construction Contractor agrees that (except where it has obtained identical certifications from proposed Subcontractors for specified time period) it will obtain identical certifications from proposed Subcontractors prior to the award of Subcontracts exceeding \$10,000 which are not exempt from the provisions of the Section 202 Equal Opportunity Clause, and that it will retain such certifications in its files; and that s/he will forward the following notice to such proposed Subcontractors (except where proposed Subcontractors have submitted identical certifications for specific time periods).

NOTE: Whoever knowingly and willfully makes any false, fictitious or fraudulent representation may be liable to criminal prosecution under 18 U.S.C. 1001.

- (H) *This Section is applicable to all construction Contracts and Subcontracts of \$100,000 or more*

"Section 3" Compliance in the Provision of Training, Employment and Business Opportunities Section 3 Housing and Urban Development Act of 1968 (12 U.S.C. 1701 u <> 24 CFR Part 135).

This agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1801 u) as amended. The Section 3 clause requires that every applicant, recipient, contracting party, Contractor and Subcontractor shall incorporate, or cause to be incorporated, in all Contracts for work in connection with a Section 3 covered Project, the following clause (referred to as a Section 3 clause):

1. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u. The purpose of section 3 is to ensure that employment and other

economic opportunities generated by HUD assistance or HUD-assisted Projects covered by section 3, shall to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

2. The parties to the Contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
3. The Contractor agrees send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the said labor organization or workers' representative of Contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places available at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions and the anticipated date the work shall begin.
4. The Contractor agrees to include this Section 3 clause in every Subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the Subcontract or in this section 3 clause, upon a finding that the Subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not Subcontract with any Subcontractor where the Contractor has notice or knowledge that the Subcontractor has been found in violation of the regulations in 24 CFR Part 135.
5. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 135.
6. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted Contracts.

(I) *This Section is applicable to all Contracts and Subcontracts.*

Section 504 Rehabilitation Act of 1973, as amended (29 USC 794 <> 24 CFR Part 8); Affirmative Action for Workers with Disabilities (48 CFR 52.222-36)

During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices, such as hiring, demotion, transfer, recruitment, advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
2. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Federal Rehabilitation Act of 1973, as amended ("Act").
3. In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
4. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the United States Department of Labor - Office of Federal Contract Compliance Programs (OFCCP) provided by or through OFCCP. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities and the rights of applicants and employees.
5. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other Contract understanding, that the Contractor is bound by the terms of Section 504 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment qualified individuals with physical or mental disabilities.
6. The Contractor will include the provisions of this clause in every Subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 504 of the Act, so that such provisions will be binding upon each Subcontractor with respect to any Subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

This Section is applicable to all Contracts and Subcontracts of \$100,000 or more.

Lead-Based Paint (42 USC 4821 et seq. and 24 CFR Part 35)

The use of lead-based paint in the federally assisted construction or rehabilitation of residential structures (including day cares, senior centers, and community facilities) is prohibited by Section 401(b) of the Lead-Based Paint Poisoning Prevention Act [42 USC 4831(b)] and regulations in 24 CFR 35B. To the extent that contracted work involves residential structures, the Contractor and Subcontractors must follow the new regulations issued under sections 1012 and 1013 of the Residential Lead-Based Paint Hazard Reduction Act of 1992, which is Title X of the Housing and Community Development Act of 1992. Sections 1012 and 1013 of Title X amended the Lead-Based Paint Poisoning Prevention Act of 1971, which is the basic law covering lead-based paint in federally assisted housing.

1. The Contractor and Subcontractors shall not use lead-based paint in residential structures and shall eliminate any lead-based paint hazards in residential structures that are rehabilitated.
2. At a minimum the Contractor and Subcontractors must comply with the Lead Hazard Reduction Methods in 24 CFR 35.1330 and 1325.
3. All workers involved in the disturbance of lead-based paint bearing surfaces must be trained in lead safe work practices.
4. At the conclusion of residential rehabilitation, the property must pass a lead hazard clearance test by a certified technician and lab. The lead level must meet the federal and California lead level threshold standards. Clearance is not required if rehabilitation did not disturb painted surfaces of a total area more than that set forth in 24 CFR 35.1350(d).

Title IV of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831) prohibits the use of lead-based paint on any interior or exterior residential surfaces constructed or rehabilitated with Federal Assistance in any form.

Clean Air Act, Federal Water Pollution Control Act, E.O. 11738 and EPA Regulatory Compliance Provisions

The Contractor agrees to the following clause and will include it in any Subcontracts over \$100,000:

During the performance of this Contract, the Contractor and all Subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 7401 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended. In addition to the foregoing requirements, all nonexempt Contractors and Subcontractors shall furnish to the Owner, the following:

- (A) A stipulation by the Contractor or Subcontractors that any facility to be utilized in the performance of any nonexempt Contract or Subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15.20.
- (B) Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 U.S.C. 1857c-8) and (33 U.S.C. 1318) relating to

the inspection, monitoring, entry reports and information as well as all other requirements specified in said Section 114 and Section 308, and all regulations, and guidelines issued thereunder.

- a. A stipulation that as a condition for the award of the Contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the Contract is under consideration to be listed on the EPA List of Violating Facilities.
- b. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraphs A through D of this section in every nonexempt Subcontract and requiring that the Contractor will take such actions as the Government may direct as a means of enforcing such provisions.

Postings

The following postings shall be prominently posted & accessible in conspicuous places at the site of work in locations that are available to employees and applicants for employment in the Project/work area:

- (A) All Projects
 1. United States Department of Labor - Occupational Safety & Health Administration:
"You Have a Right to A Safe and Healthful Workplace"
English (OSHA 3165) and Spanish (OSHA 3167)
 2. United States Department of Labor - Office of Federal Contract Compliance Programs:
"The Equal Employment Opportunity (EEO) Poster"
English, Spanish and Chinese [Mandarin], Tagalog, and Vietnamese (if available)
 3. Other federally required postings, as may be required by the United States Department of Labor, Office of Federal Contract Compliance Programs (OFCCP), or the United States Department of Housing and Urban Development (HUD).
 4. State of California posters as may be required by the Division of Occupational Safety and Health (DOSH), Department of Industrial Relations (DIR), the Department of Fair Employment and Housing (DFEH), the Office of Environmental Health Hazard Assessment (OEHHA), or the Secretary of State.
- (B) Davis Bacon Projects
 1. Davis-Bacon Prevailing Wage Rates for the Project
 2. United States Department of Labor:
"Notice to Employees Working on Federally Financed Construction Projects"
English (WH-1321Eng) and Spanish (WH-1321SP)
- (C) State Prevailing Wage Projects
Prevailing wage rate determinations. The body awarding any Contract for public work or otherwise undertaking any public work shall cause a copy of the prevailing wage determination for each craft, classification or type of worker needed to execute the Contract to be posted at each job site. (Labor Code section 1773.2)

Failure to Include or Use of Incorrect Wage Decision

Failure to include the required Department of Labor Davis-Bacon Wage Determination or State of California: Department of Industrial Relations Wage Determination in bid documents or Contracts will not relieve the Contractor or Subcontractor from potential liabilities or enforcement actions. In cases of an incorrect decision or failure to include a

decision, the City must either terminate and re-solicit the Contract with the valid decision, or make the valid wage decision retroactive to the beginning of construction through supplemental agreement. The Contractor or Subcontractor, if not at fault, must be compensated for any increases in required wages resulting from such a change.

EXHIBIT "C"

CERTIFICATION

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the contractor certifies that:

Drug Free Workplace -- It will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about -
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will -
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - (c) 7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

Title

Date

Signature/Authorized Official

OMB Approval No.: 2535-0117 (exp. 11/30/2009)

Executive Order 12421 dated July 14, 1989, directs the Minority Business Development Plans shall be developed by each Federal agency and that these annual plans shall establish minority business development objectives. The information is used by HUD to monitor and evaluate MBE activities against the total program activity and the designated minority business enterprise (MBE) goals. The Department requires the information to provide guidance and oversight for programs for the development of minority business enterprise concerning Minority Business Development. If the information is not collected HUD would not be able to establish meaningful MBE goals nor evaluate MBE performance against these goals. While no assurances of confidentiality is pledged to respondents, HUD generally discloses this data only in response to a Freedom of Information request.

or permitted by law.

Check if:	2. Location (City, State, ZIP Code)
-----------	-------------------------------------

100

[illegible]

7c: Type of Trade Codes:		7d: Race/Ethnic Codes:		5: Program Codes (complete for Housing and Public and Indian Housing programs only):	
Housing/Public Housing:					
1 = New Construction	6 = Professional	1 = White Americans	1 = All insured, including Section 8	6 = HUD-Field (Management)	
2 = Education/Training	7 = Tenant Services	2 = Black Americans	2 = Flexible Subsidy	7 = Public/Indian Housing	
3 = Repair	8 = Education/Training	3 = Native Americans	3 = Section 8 Noninsured, Non-HFDA		
4 = Service	9 = Arch./Engrg. Appraisal	4 = Hispanic Americans	4 = Insured (Management)		
5 = Project Mgmt.	0 = Other	5 = Asian/Pacific Americans			
		6 = Hasidic Jews			

<p>This report is to be completed by grantees, developers, sponsors, builders, agencies, and/or project owners for reporting contract and subcontract activities of \$10,000 or more under the following programs: Community Development Block Grants (entitlement and small cities), Urban Development Action Grants, Housing Development Grants, Multifamily, Insured and Noninsured, Public and Indian Housing Authorities, and contracts entered into by recipients of CDBG rehabilitation assistance. Contracts/subcontracts of less than \$10,000 need be reported only if such contracts represent a significant portion of your total contracting activity. Include only contracts executed during this reporting period.</p> <p>This form has been modified to capture Section 3 contract data in columns 7g and 7i. Section 3 requires that the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs shall, to the greatest extent feasible, be directed toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. Recipients using this form to report Section 3 contract data must also use Part I of Form HUD-60002 to report employment and training opportunities data. Form HUD-2516 is to be</p>	<p>completed for public and Indian housing and most community development programs. Form HUD-60002 is to be completed by all other HUD programs including State administered community development programs covered under Section 3.</p> <p>A Section 3 contractor/subcontractor is a business concern that provides economic opportunities to low- and very low-income residents of the metropolitan area (or nonmetropolitan county), including a business concern that is 51 percent or more owned by low- or very low-income residents; employs a substantial number of low- or very low-income residents; or provides subcontracting or business development opportunities to businesses owned by low- or very low-income residents. Low- and very low-income residents include participants in Youthbuild programs established under Subtitle D of Title IV of the Cranston-Gonzalez National Affordable Housing Act. The terms "low-income persons" and "very low-income persons" have the same meanings given the terms in section 3(b)(2) of the United States Housing Act of 1937. Low-income persons mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary</p>	<p>may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families. Very low-income persons means low-income families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes. Submit two (2) copies of this report to your local HUD Office within ten (10) days after the end of the reporting period you checked in item 4 on the front.</p> <p>Complete item 7h, only once for each contractor/subcontractor on each semi-annual report.</p> <p>Enter the prime contractor's ID in item 7i, for all contracts and subcontracts. Include only contracts executed during this reporting period. PHAs/IHAs are to report all contracts/subcontracts.</p>
<p>Community Development Programs</p> <p>1. Grantee: Enter the name of the unit of government submitting this report.</p> <p>3. Contact Person: Enter name and phone of person responsible for maintaining and submitting contract/subcontract data.</p> <p>7a. Grant Number: Enter the HUD Community Development Block Grant Identification Number (with dashes). For example: B-32-MC-25-0034. For Entitlement Programs and Small City multi-year comprehensive programs, enter the latest approved grant number.</p> <p>7b. Amount of Contract/Subcontract: Enter the dollar amount rounded to the nearest dollar. If subcontractor ID number is provided in 7i, the dollar figure would be for the subcontract only and not for the prime contract.</p> <p>7c. Type of Trade: Enter the numeric codes which best indicates the contractor's/subcontractor's service. If subcontractor ID number is provided in 7i, the type of trade code would be for the subcontract only and not for the prime contractor. The "other" category includes supply, professional services and all other activities except construction and education/training activities.</p> <p>7d. Business Racial/Ethnic/Gender Code: Enter the numeric code which indicates the racial/ethnic (gender character of the owner(s) and controller(s) of 51% of the business. When 51% or more is not owned and controlled by any single racial/ethnic/gender category, enter the code which seems most appropriate. If the subcontractor ID number is provided, the code would apply to the subcontractor and not to the prime contractor.</p> <p>7e. Woman Owned Business: Enter Yes or No.</p> <p>7i. Contractor Identification (ID) Number: Enter the Employer (IRS) Number of the Prime Contractor as the unique identifier for prime recipient of HUD funds. Note that the Employer (IRS) Number must be provided for each contract/subcontract awarded.</p> <p>7g. Section 3 Contractor: Enter Yes or No.</p> <p>7h. Subcontractor Identification (ID) Number: Enter the Employer (IRS) Number of the subcontractor as the unique identifier for each subcontract awarded from HUD funds. When the subcontractor ID Number is provided, the respective Prime Contractor ID Number must also be provided.</p> <p>7i. Section 3 Contractor: Enter Yes or No.</p> <p>7i. Contractor/Subcontractor Name and Address: Enter this information for each Previous editions are obsolete.</p>	<p>firm receiving contract/subcontract activity only one time on each report for each firm.</p> <p>Multifamily Housing Programs</p> <p>1. Grantee/Project Owner: Enter the name of the unit of government, agency or mortgageor entity submitting this report.</p> <p>3. Contact Person: Same as item 3 under CPD Programs.</p> <p>4. Reporting Period: Check only one period.</p> <p>5. Program Code: Enter the appropriate program code.</p> <p>7a. Grant/Project Number: Enter the HUD Project Number or Housing Development Grant or number assigned.</p> <p>7b. Amount of Contract/Subcontract: Same as item 7b, under CPD Programs.</p> <p>7c. Type of Trade: Same as item 7c, under CPD Programs.</p> <p>7d. Business Racial/Ethnic/Gender Code: Same as item 7d, under CPD Programs.</p> <p>7e. Woman Owned Business: Enter Yes or No.</p> <p>7i. Contractor Identification (ID) Number: Same as item 7i, under CPD Programs.</p> <p>7g. Section 3 Contractor: Enter Yes or No.</p> <p>7h. Subcontractor Identification (ID) Number: Same as item 7h, under CPD Programs.</p> <p>7i. Section 3 Contractor: Enter Yes or No.</p> <p>7i. Contractor/Subcontractor Name and Address: Same as item 7i, under CPD Programs.</p>	<p>Public Housing and Indian Housing Programs</p> <p>PHAs/IHAs are to report all contracts/subcontracts. Include only contracts executed during this reporting period.</p> <p>1. Project Owner: Enter the name of the unit of government, agency or mortgageor entity submitting this report. Check box as appropriate.</p> <p>3. Contact Person: Same as item 3 under CPD Programs.</p> <p>4. Reporting Period: Check only one period.</p> <p>5. Program Code: Enter the appropriate program code.</p> <p>7a. Grant/Project Number: Enter the HUD Project Number or Housing Development Grant or number assigned.</p> <p>7b. Amount of Contract/Subcontract: Same as item 7b, under CPD Programs.</p> <p>7c. Type of Trade: Same as item 7c, under CPD Programs.</p> <p>7d. Business Racial/Ethnic/Gender Code: Same as item 7d, under CPD Programs.</p> <p>7e. Woman Owned Business: Enter Yes or No.</p> <p>7i. Contractor Identification (ID) Number: Same as item 7i, under CPD Programs.</p> <p>7g. Section 3 Contractor: Enter Yes or No.</p> <p>7h. Subcontractor Identification (ID) Number: Same as item 7h, under CPD Programs.</p> <p>7i. Section 3 Contractor: Enter Yes or No.</p> <p>7i. Contractor/Subcontractor Name and Address: Same as item 7i, under CPD Programs.</p>



City of Sunnyvale

Agenda Item

14-1065

Agenda Date: 11/25/2014

REPORT TO COUNCIL

SUBJECT

Approve Final Map (Tract No. 10234) - 156 Residential Units and a 41,000 Square Foot Office Building at 1095 West El Camino Real by Sobrato Interests 2, a California Limited Partnership

BACKGROUND

A vesting tentative map was conditionally approved by the City Council on December 17, 2013 as a one-lot subdivision for condominium purposes.

ENVIRONMENTAL REVIEW

The City Council considered and approved the Mitigated Negative Declaration on March 19, 2013 of which this project is a part.

DISCUSSION

The final map for Tract No. 10234 was examined by the Public Works staff and found to be in conformance with Sunnyvale Municipal Code Title 18 Subdivision, and the State of California "Subdivision Map Act". The developer has executed a subdivision agreement and provided improvement securities (\$654,554.00 for faithful performance and \$654,554.00 for labor and materials) to guarantee completion of all public improvements.

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 Senior Center, Community Center and Department of Public Safety; and by making the agenda and report available at the Sunnyvale Public Library, the Office of the City Clerk and on the City's website.

RECOMMENDATION

Approve the final map for Tract No. 10234; authorize the Mayor to sign the subdivision agreement upon submittal of other documents deemed necessary by the Director of Public Works; direct the City Clerk to sign the City Clerk's Statement and forward the final map for recordation.

Prepared by: Judy Chu, Senior Civil Engineer

Reviewed by: Manuel Pineda, Director, Public Works

Reviewed by: Robert A. Walker, Assistant City Manager

Approved by: Deanna J. Santana, City Manager

ATTACHMENT

1. Final Map of Tract 10234

OWNER'S STATEMENT

OWNER STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF, OR HAVE SOME RIGHT, TITLE OR INTEREST IN AND TO THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THE HEREON MAP, THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID REAL PROPERTY, THAT WE HEREBY CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

EMERGENCY VEHICLE ACCESS EASEMENT (EVAE)

WE ALSO HEREBY STATE THAT THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: EMERGENCY VEHICLE INGRESS AND EGRESS PURPOSES ON OR OVER THOSE CERTAIN STRIPS OF LAND DELINEATED HEREON AND DESIGNATED AS "E.V.A.E." (EMERGENCY VEHICLE ACCESS EASEMENT). PARKING STALLS NOT DELINEATED ON THE MAP ARE EXCLUDED FROM THE LIMITS OF THE EVAE. THE PERPETUAL MAINTENANCE OF IMPROVEMENTS WITHIN THE EASEMENT AREA SHALL BE THE SOLE RESPONSIBILITY OF THE PROPERTY OWNER.

PEDESTRIAN REALM EASEMENT (PRE)

WE ALSO HEREBY STATE THAT THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PEDESTRIAN ACCESS PURPOSE DESIGNATED AND DELINEATED AS "P.R.E." (PEDESTRIAN REALM EASEMENT). THE PERPETUAL MAINTENANCE OF IMPROVEMENTS WITHIN THE EASEMENT AREA SHALL BE THE SOLE RESPONSIBILITY OF THE PROPERTY OWNER.

PUBLIC ACCESS EASEMENT (PAE)

WE ALSO HEREBY STATE THAT THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: PUBLIC VEHICLES, BICYCLE AND PEDESTRIAN INGRESS AND EGRESS PURPOSES, ON OR OVER THOSE CERTAIN STRIPS OF LAND DELINEATED HEREON AND DESIGNATED AS "P.A.E." (PUBLIC ACCESS EASEMENT) EXCEPT THOSE PUBLIC STORM DRAIN PIPES WITHIN THE P.S.D.E. DELINEATED HEREON. THE PERPETUAL MAINTENANCE OF IMPROVEMENTS WITHIN THE EASEMENT AREA SHALL BE THE SOLE RESPONSIBILITY OF THE PROPERTY OWNER. REFER TO MAINTENANCE AGREEMENT AS A SEPARATE DOCUMENT.

KEEP "OPEN AND FREE"

ALL OF THE HEREON DESCRIBED EASEMENTS SHALL BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND EXCEPT THOSE APPURTENANCES ASSOCIATED WITH THE DEFINED EASEMENTS.

AS OWNER

Sobrato Interests 2, a California limited partnership

By: Sobrato Development Companies, LLC, a California limited liability company, general partner

By: John Michael Sobrato, Manager

OWNER'S ACKNOWLEDGMENT

STATE OF 155

COUNTY OF 1

ON 20 BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/IT/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITIE(S), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND

NOTARY'S SIGNATURE

PRINTED NOTARY'S NAME

NOTARY'S PRINCIPAL PLACE OF BUSINESS

NOTARY'S COMMISSION NUMBER

EXPIRATION OF NOTARY'S COMMISSION

TRACT NO. 10234

FOR A COMMERCIAL PARCEL AND 156 RESIDENTIAL CONDOMINIUM UNIT PURPOSES

BEING A ONE LOT SUBDIVISION OF PARCEL 1 AS SHOWN ON THAT CERTAIN MAP ENTITLED "PARCEL MAP", WHICH MAP WAS FILED FOR RECORD ON NOVEMBER 3, 1995 IN BOOK 671 OF MAPS AT PAGES 11 AND 12, SANTA CLARA COUNTY RECORDS, AND LYING WITHIN THE

CITY OF SUNNYVALE
COUNTY OF SANTA CLARA, STATE OF CALIFORNIA
OCTOBER, 2014

CONSISTING OF TWO (2) SHEETS



KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
3550 Scott Boulevard, Building 22
Santa Clara, California 95054

CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF SUNNYVALE AT ITS REGULAR MEETING HELD ON THE DAY OF , DULY APPROVED THE HEREIN FINAL MAP OF THE TRACT NO. 10234 AS SHOWN HEREON AND ACCEPTED SUBJECT TO COMPLETION AND ACCEPTANCE OF PUBLIC IMPROVEMENTS ON BEHALF OF THE PUBLIC ALL EASEMENTS OFFERED FOR DEDICATION IN CONFORMITY WITH THE TERMS OF THE OFFER OF DEDICATION.

DATE: BY: KATHLEEN FRANCO SIMMONS
CITY CLERK
CITY OF SUNNYVALE, CALIFORNIA

CERTIFICATE OF ABANDONMENT

PURSUANT TO GOVERNMENT CODE SECTION 61434 (a) OF THE SUBDIVISION MAP ACT THE FOLLOWING EASEMENTS NOT SHOWN ON THE FINAL MAP HEREON ARE HEREBY ABANDONED:

- LANDSCAPE MAINTENANCE EASEMENT AS DELINEATED AND DEDICATED OVER PARCEL 1 FOR PUBLIC USE ON THAT CERTAIN PARCEL MAP FILED FOR RECORD ON NOVEMBER 3, 1995 IN BOOK 671 OF MAPS AT PAGES 11 & 12, SANTA CLARA COUNTY RECORDS
- THE PORTION OF THE SIX-FOOT WIDE LANDSCAPE EASEMENT THAT AFFECTS LOT 1 AS SHOWN ON THAT CERTAIN MAP ENTITLED "PARCEL MAP", WHICH MAP WAS FILED FOR RECORD ON NOVEMBER 3, 1995 IN BOOK 671 OF MAPS AT PAGES 11 AND 12, SANTA CLARA COUNTY RECORDS, AND AS DESCRIBED AND DEDICATED FOR PUBLIC USE IN THE EASEMENT DEED FILED FOR RECORD ON APRIL 12, 1971 AS BOOK 9288, PAGE 567 OF OFFICIAL RECORDS, SANTA CLARA COUNTY
- RELINQUISHMENT OF ACCESS RIGHTS AS DESCRIBED IN THE DOCUMENT FILED FOR RECORD ON AUGUST 2, 1967 AS SERIAL NO. 3262648 IN BOOK 7807, PAGE 737 OF OFFICIAL RECORDS, SANTA CLARA COUNTY

DATE: BY: KATHLEEN FRANCO SIMMONS
CITY CLERK
CITY OF SUNNYVALE, CALIFORNIA

SOILS REPORT NOTE

A SOILS REPORT ON THIS PROPERTY HAS BEEN PREPARED BY CORNERSTONE EARTH GROUP ENTITLED "1095 WEST EL CAMINO REAL MIXED-USE DEVELOPMENT", PROJECT NO. 102-16-1, DATED FEBRUARY 22, 2013, A COPY OF WHICH HAS BEEN FILED WITH THE CITY OF SUNNYVALE.

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF SOBATO INTERESTS 2 ON OCTOBER, 2014. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE OCTOBER, 2015, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DATE: 10-30-14

RYAN M. AMAYA P.L.S. 8134



CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE HEREON FINAL MAP, THAT THE SUBDIVISION AS SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT, AS AMENDED, AND OF ANY LOCAL ORDINANCE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

DATE: BY: CRAIG M. MOBECK
ACTING CITY ENGINEER
REC # 64496
CITY OF SUNNYVALE, CALIFORNIA

I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

DATE: BY: ROGER HIGDON
REC # 21755

RECORDER'S STATEMENT

FILED THIS DAY OF , 20 , AT M. IN BOOK OF MAPS AT PAGE(S) , SANTA CLARA COUNTY RECORDS AT THE REQUEST OF KIER & WRIGHT CIVIL ENGINEERS AND SURVEYORS, INC.

FILE NO. FEE: \$ REGINA ALCOMENDRAS, COUNTY RECORDER
SANTA CLARA COUNTY, CALIFORNIA
BY: DEPUTY

TRACT NO. 10234

FOR A COMMERCIAL PARCEL AND 156 RESIDENTIAL CONDOMINIUM UNIT PURPOSES

BEING A ONE LOT SUBDIVISION OF PARCEL 1 AS SHOWN ON THAT CERTAIN MAP ENTITLED "PARCEL MAP", WHICH MAP WAS FILED FOR RECORD ON NOVEMBER 3, 1995 IN BOOK 671 OF MAPS AT PAGES 11 AND 12, SANTA CLARA COUNTY RECORDS, AND LYING WITHIN THE

CITY OF SUNNYVALE
COUNTY OF SANTA CLARA, STATE OF CALIFORNIA
SCALE: 1" = 50' OCTOBER, 2014
CONSISTING OF TWO (2) SHEETS

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH
C1	769.00'	4°34'26"	61.89'
C2	769.00'	0°38'01"	8.50'
C3	800.00'	6°32'50"	91.42'
C4	800.00'	1°22'54"	19.29'
C5	800.00'	5°09'56"	72.12'
C6	800.00'	1°22'50"	22.23'
C7	800.00'	0°38'01"	8.50'
C8	800.00'	5°09'56"	72.12'

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 54°58'08" E	50.01'
L2	S 54°58'55" E	11.38'
L3	S 14°52'00" W	33.02'
L4	S 34°23'51" W	31.00'
L5	N 14°52'48" E	32.04'
L6	S 34°23'51" W	5.00'
L7	S 38°01'52" W	5.00'



DETAIL "A"
NOT TO SCALE

REFERENCES

①	PARCEL MAP	(671 M 11612)
②	TRACT NO. 3681	(174 M 43)
③	TRACT NO. 4281	(221 M 6 & 9)
④	CALTRANS MONUMENT MAP	S-193.2

BASIS OF BEARINGS

THE BEARING OF SOUTH 55°36'09" EAST TAKEN ON THE CENTERLINE OF WEST OLIVE AVENUE AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD ON NOVEMBER 3, 1995 IN BOOK 671 OF MAPS AT PAGE 11 & 12, SANTA CLARA COUNTY RECORDS, WAS TAKEN AS THE BASIS OF ALL BEARINGS FOR THIS MAP.

NOTES

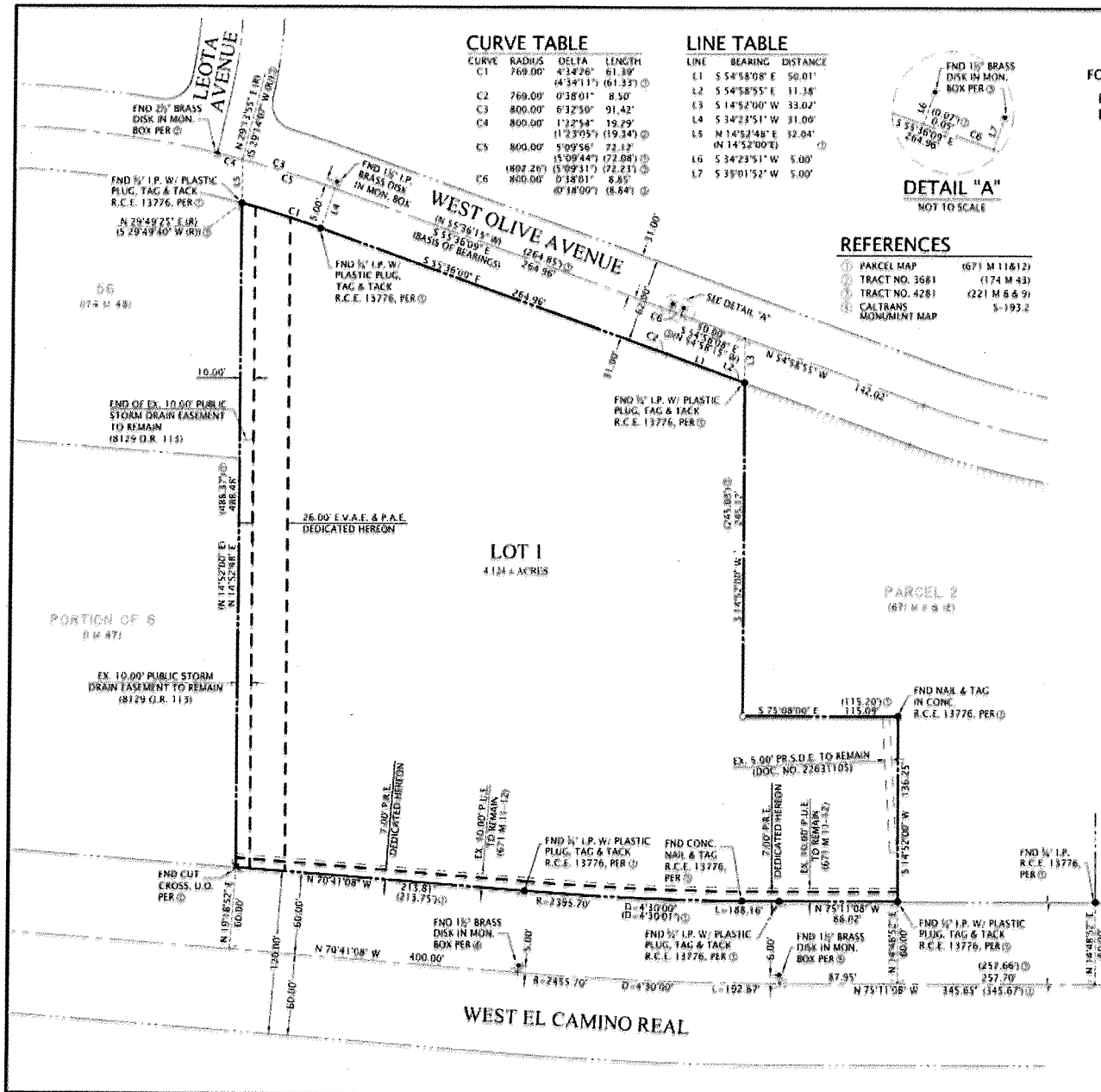
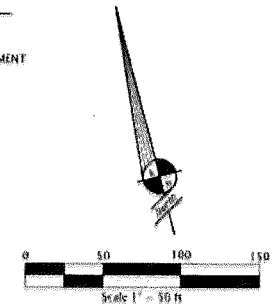
1. ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF.
2. THE AREA WITHIN THE DISTINCTIVE BORDER LINE OF THIS MAP IS 4.124 ± ACRES.
3. THE DISTINCTIVE BORDER DENDOTES THE BOUNDARY OF THIS SUBDIVISION.

LEGEND

DISTINCTIVE BORDER LINE	—————
ADJACENT PROPERTY LINE	-----
CENTERLINE
EASEMENT	- - - - -
NEW EASEMENT	- - - - -
NEW EASEMENT CENTERLINE
NON-ACCESS
TIR LINE
FOUND MONUMENT AS NOTED	⊙
FOUND IRON PIPE OR AS NOTED	⊙
SET 1/4" I.P. W/ PLUG & TACK, LS 8134	⊙
RECORD INFORMATION W/ REFERENCE	①

ABBREVIATIONS

CONC.	CONCRETE
DOC. NO.	DOCUMENT NUMBER
E.V.A.E.	EMERGENCY VEHICLE ACCESS EASEMENT
EX.	EXISTING
FND	FOUND
I.P.	IRON PIPE
MON.	MONUMENT
O.R.	OFFICIAL RECORD
P.A.E.	PUBLIC ACCESS EASEMENT
P.R.E.	PEDESTRIAN REALM EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
PR.S.D.E.	PRIVATE STORM DRAIN EASEMENT
(R)	RADIAL
U.O.	UNKNOWN ORIGIN
W/	WITH



A06046-4

SHEET 2 OF 2



City of Sunnyvale

Agenda Item

14-0716

Agenda Date: 11/25/2014

REPORT TO COUNCIL

SUBJECT

Adopt a Resolution to Summarily Vacate an Existing Public Utility Easement at 457 East Evelyn Avenue

BACKGROUND

On December 8, 1964, the City Council adopted Resolution No. 6808 (Attachment 1) to vacate a certain pedestrian walkway and certain public streets, or portions thereof in the City. As described in provisions 9 and 10 of the subject resolution, portions of Marshall Avenue were vacated with exception and reservation of an easement for franchised utilities such as gas, telephone, communication facilities and electric energy, etc. The subject resolution was recorded on December 14, 1964 as document no. 2760248 in book 6778, pages 702 to 718, with the Santa Clara County recorder's office (Attachment 1). The subject easement is referenced in the property title report as in favor of the City of Sunnyvale, hereinafter referred to as a Public Utility Easement (PUE).

On March 19, 2013, the City Council conditionally approved a 158-unit residential project within the subject PUE area; project condition no. TM-8 requires removal of the existing facilities and abandonment of the subject PUE prior to issuance of building permit(s). The subject PUE is depicted on the recorded final map associated with the project (Attachment 2).

EXISTING POLICY

General Plan, Chapter 3, Goal LT-4 - Quality Neighborhoods and Districts
Policy LT4-4: Preserve and enhance the high quality of residential neighborhoods

ENVIRONMENTAL REVIEW

Adoption of the subject resolution to vacate an existing PUE is a project condition of approval. The City Council adopted the mitigated negative declaration for the project on March 19, 2013.

DISCUSSION

The existing utility lines have been removed and all new utilities have been placed within other existing PUEs or new PUEs as shown on the final map. Letters were sent to utility companies and they have no objections to the subject PUE vacation (Attachment 3). There are neither existing nor prospective City facilities in the subject PUE area.

Pursuant to California Streets and Highways Code Section 8333(c), City may summarily vacate a PUE by adopting a resolution of vacation if it finds that the PUE has been superseded by relocation, or determined to be excess by the easement holder, and there are no other public facilities located within the PUE (Attachment 4).

FISCAL IMPACT

There is no fiscal impact as a result of this PUE vacation.

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 Senior Center, Community Center and Department of Public Safety; and by making the agenda and report available at the Sunnyvale Public Library, the Office of the City Clerk and on the City's website.

RECOMMENDATION

Adopt the resolution to summarily vacate an existing public utility easement at 457 East Evelyn Avenue; and to authorize the City Clerk to submit a certified copy of the resolution to the Santa Clara County Recorder's office.

Prepared by: Judy Chu, Senior Engineer

Reviewed by: Manuel Pineda, Director, Public Works

Reviewed by: Robert A. Walker, Assistant City Manager

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Resolution No. 6808
2. Final map - Tract No. 10201
3. Letters of consent from utility companies
4. Resolution of Vacation

2760248

BOOK 6778 PAGE 702

RESOLUTION NO. 6808A RESOLUTION AND ORDER OF VACATION OF A CERTAIN
PEDESTRIAN WALKWAY AND CERTAIN PUBLIC STREETS, OR
PORTIONS THEREOF, IN THE CITY OF SUNNYVALE

WHEREAS, on November 10, 1964, the City Council passed and adopted Resolution No. 6746 entitled, "RESOLUTION DECLARING THE INTENTION OF THE CITY COUNCIL OF THE CITY OF SUNNYVALE TO VACATE A CERTAIN PEDESTRIAN WALKWAY AND CERTAIN PUBLIC STREETS, OR PORTIONS THEREOF, IN THE CITY OF SUNNYVALE," pursuant to the provision of Part 3, Division 9, of the Streets and Highways Code of the State of California, known as the Street Vacation Act of 1941, as amended, to vacate portions of The Dalles Avenue, Lawrence Station Road, Marshall Avenue, Bayview Avenue, and a certain unnamed pedestrian walkway, respectively, hereinafter more particularly described, maps or plans of which were filed with the City Clerk of the City of Sunnyvale; and

WHEREAS, said Resolution No. 6746 fixed a time and place for hearing all persons interested in or objecting to the proposed vacation, to wit: On the 8th day December, 1964, at the hour of 8:00 p.m. in the Council Chambers of the City Council of the City of Sunnyvale, Sunnyvale Public Library, 665 West Olive Avenue, Sunnyvale, California, which said time was not less than fifteen (15) days from the above mentioned date and the passage of said Resolution No. 6746; and

WHEREAS, said Resolution No. 6746 was published in the manner prescribed by law for publication of ordinances for the

City of Sunnyvale, to wit: Once within fifteen (15) days after its passage, on the 25th day of November, 1964, in the Sunnyvale Daily Standard, the official newspaper of the City of Sunnyvale; and

WHEREAS, on the 25th day of November, 1964, Notices entitled, "NOTICE OF VACATION OF PEDESTRIAN WALKWAY AND CERTAIN PUBLIC STREETS, OR PORTIONS THEREOF" were conspicuously posted along the line of the pedestrian walkway and along the lines of the portions of each of said streets proposed to be vacated, not more than three hundred (300) feet apart, which notices stated the passage of said Resolution No. 6746, and the time and place of hearing objections to the proposed vacation of said pedestrian walkway and portions of said public streets in the City of Sunnyvale; and

WHEREAS, on the 8th day of December, 1964, at the time and place for said hearing, this Council heard evidence offered by any and all persons interested in the proposed vacation,

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. That this Council finds from all of the evidence submitted that the pedestrian walkway and the portion of the public streets in the City of Sunnyvale, more particularly described in Exhibits "A", "B", "C", "D", "E", "F", "F-1", "G", and "H" attached hereto and incorporated herein by reference are unnecessary for present or prospective public street purposes.

2. That it is hereby ordered that the portion of the City street, which is lawfully, officially, and commonly known as The Dalles Avenue, more particularly described in Exhibit "A", be and it is hereby abandoned and vacated.

3. That it is hereby ordered that the portion of the City street, which is lawfully, officially, and commonly known as The Dalles Avenue, more particularly described in Exhibit "B", be and it is hereby abandoned and vacated.

4. That pursuant to the provisions of Section 8330 of the Streets and Highways Code of the State of California, it is hereby ordered that there be excepted from and reserved in the portions of The Dalles Avenue herein ordered vacated and more particularly described in Exhibits "A" and "B", the permanent easements and right at any time, or from time to time, to construct, maintain, operate, replace, remove and renew sanitary sewers, storm drains and appurtenant structures, and pursuant to any existing franchises or renewals thereof, or otherwise, to construct, maintain, operate, replace, remove, renew, and enlarge lines of pipe, conduits, cables, wires, poles, and other convenient structures, equipment and fixtures for the operation of gas pipelines, telegraphic and telephone lines, communication facilities, for the transportation or distribution of electric energy, water, and for incidental purposes, including access and the right to keep the property free from inflammable materials, and wood growth, and otherwise protect the property from all hazards in, upon, over, and across all that certain real property described in Exhibits "A" and "B".

5. That pursuant to the provisions of Section 8330 of the Streets and Highways Code of the State of California, it is hereby ordered that there be excepted from and reserved in a part of the portion of The Dalles Avenue described in Exhibit "B" and herein ordered vacated the permanent easement for the construction,

reconstruction, operation, repair, maintenance, replacement, relocation, and enlargement of public utilities including, but not limited to drainage facilities, storm sewers, water mains and pipes, sanitary sewers and other public utilities in, through, across, beneath and upon that certain part of the portion of The Dalles Avenue herein vacated and more particularly described in Exhibit "B-1" attached hereto and incorporated herein by reference.

6. That it is hereby ordered that the portions of the city street, which is lawfully, officially, and commonly known as Lawrence Station Road, more particularly described in Exhibits "C" and "D", be and they and each of them is hereby abandoned and vacated.

7. That it is hereby ordered that the certain unnamed pedestrian walkway described in Exhibit "E" be and it is hereby abandoned and vacated.

8. That pursuant to the provisions of Section 8330 of the Streets and Highways Code of the State of California, it is hereby ordered that the northerly five (5) feet of the unnamed pedestrian walkway herein ordered vacated and more particularly described in Exhibit "E" shall not be used, nor be permitted to be used for the erection of any structure exceeding fifteen (15) feet in height.

9. That it is hereby ordered that the portion of the city street, which is lawfully, officially, and commonly known as Marshall Avenue, more particularly described in Exhibit "F", be and it is hereby abandoned and vacated.

10. That pursuant to the provisions of Section 8330 of the Streets and Highways Code of the State of California, it is hereby ordered that there be excepted from and reserved in that portion of Marshall Avenue herein ordered vacated and more particularly described in Exhibit "F", the permanent easements and right at any time, or from time to time, to construct, maintain, operate, replace, remove and renew, and pursuant to any existing franchises or renewals thereof, or otherwise, to construct, maintain, operate, replace, remove, renew and enlarge lines of pipe, conduits, cables, wires, poles and other convenient structures, equipment and fixtures for the operation of gas pipelines, telegraphic and telephone lines, communication facilities, for the transportation or distribution of electric energy, and for incidental purposes, including access and the right to keep the property free from inflammable materials, and wood growth, and otherwise protect the property from all hazards in, upon, over, and across all that certain real property described in Exhibit "F".

11. That it is hereby ordered that the portion of the City street, which is lawfully, officially, and commonly known as Marshall Avenue, more particularly described in Exhibit "F-1", be and it is hereby abandoned and vacated.

12. That it is hereby ordered that the portions of the city street, which is lawfully, officially, and commonly known as Bayview Avenue, more particularly described in Exhibits "G" and "H", be and they and each of them is hereby abandoned and vacated.

13. That pursuant to the provisions of Section 8330 of the Streets and Highways Code of the State of California, it is hereby ordered that there be excepted from and reserved in the portions of Bayview Avenue herein ordered vacated and more particularly described in Exhibits "G" and "H", the permanent easements and right at any time, or from time to time, to construct, maintain, operate,

replace, remove, and renew water mains and pipes, sanitary sewers and storm drains, and appurtenant structures in and across the real property described in Exhibits "G" and "H"; provided, further, the real property described in Exhibits "G" and "H" shall not be used, nor be permitted to be used for the erection of any structure, nor for the planting of trees and shrubs, nor for any other purpose which will damage or interfere with the proper use, function, maintenance or repair of any such water main or pipe, sanitary sewer or storm drain, or appurtenant structure.

14. That pursuant to the provisions of Section 8330 of the Streets and Highways Code of the State of California, it is hereby ordered that there be excepted from and reserved in the portion of Bayview Avenue herein ordered vacated and more particularly described in Exhibit "H", the permanent easements and right at any time, or from time to time, to construct, maintain, operate, replace, remove, and renew, and pursuant to any existing franchises or renewals thereof, or otherwise, to construct, maintain, operate, replace, remove, renew, and enlarge lines of pipe, conduits, cables, wires, poles, and other convenient structures, equipment and fixtures for the operation of gas pipelines, telegraphic and telephone lines, communication facilities, for the transportation or distribution of electric energy, and for incidental purposes, including access and the right to keep the property free from inflammable materials, and wood growth, and otherwise, protect the property from all hazards in, upon, over, and across all that certain real property described in Exhibit "H".

15. That the City Clerk cause a certified copy of this Resolution, attested under seal of the City of Sunnyvale, to be recorded in the Office of the County Recorder of Santa Clara County, being the County in which this City is situated.

PASSED AND ADOPTED by the City Council of the City of Sunnyvale at a regular meeting held on the 8th day of December, 1964, by the following called vote:

AYES: Councilmen: Brown, Conrardy, Fernandez, Koreski, McDaniel
and Jones
NOES: Councilmen: None
ABSENT: Councilmen: Logan

APPROVED:

Walter L. Jones
Mayor

ATTEST:

THOMAS H. SWEENEY, City Clerk

By Flauney W. Leonard
Deputy City Clerk

Certified as a True Copy
THOMAS H. SWEENEY, City Clerk
by: Flauney W. Leonard
Deputy City Clerk

BOOK 6778 PAGE 709

All that real property situate in the City of Sunnyvale, County of Santa Clara, State of California, more particularly described as follows:

BEGINNING at the point of intersection of the easterly line of Tract No. 2118 Southwood Park, as a map of said Tract is filed for record in Book 98 of Maps, at page 52, in the Office of the Recorder of said County, with a line parallel with and distant northerly, measured at right angles, 5.00 feet from the center line of The Dalles, a 62 foot wide street, said center line being also the southerly line of said Tract; thence West along said parallel line 55.24 feet to the point of intersection with a curve to the left having a radius of 43.00 feet; thence from a tangent bearing N. 60° 38' 00" W., northerly and northwesterly, through a central angle of 39° 29' 53" a distance of 29.64 feet to the point of intersection with the northerly line of said The Dalles; thence east along said northerly line, 68.18 feet to the point of intersection with said easterly line of Tract No. 2118; thence S. 00° 01' 50" E., along said easterly line 26.00 feet to the point of beginning.

Containing an area of 0.035 acres, more or less.

EXHIBIT "A"

(Dalles)

All that real property situate in the City of Sunnyvale, County of Santa Clara, State of California, more particularly described as follows:

BEGINNING at the point of intersection of the southerly line of The Dalles, a 62 foot wide street, with a line parallel with and distant westerly measured at right angles, 12.00 feet from the easterly line of Lot 1 as shown on the Map of Tract 1881, Westmoor Glen, filed for record in Book 76 of Maps, at pages 18 and 19, in the Office of the Recorder of said County; thence west along said southerly line 56.22 feet to the point of intersection with a curve to the left having a radius of 43.00 feet; thence northeasterly and northerly from a tangent bearing of N. $46^{\circ} 07' 53''$ E., along the arc of said curve, through a central angle of $39^{\circ} 29' 53''$ a distance of 29.64 feet to a point in a line, parallel with and distant southerly, measured at right angles 5.0 feet from the center line of said The Dalles, said center line being also a northerly line of said Tract 1881; thence east, along said parallel line 43.24 feet to a point in a line parallel with and distant westerly, measured at right angles, 12.00 feet from the northerly prolongation of the easterly line of said Lot 1; thence S. $0^{\circ} 01' 50''$ E., along last said parallel line 26.00 feet to the POINT OF BEGINNING.

EXHIBIT "B"

(Dalles)

All that real property situate in the City of Sunnyvale, County of Santa Clara, State of California, more particularly described as follows:

A 10 foot wide strip of land, the southerly line of which is described as follows:

BEGINNING at the point of intersection of a line parallel with and distant westerly, measured at right angles 12.00 feet from the northerly prolongation of the easterly line of Lot 1, as shown on the Map of Tract 1881, Westmoor Glen, filed for record in Book 76 of Maps, at pages 18 and 19, in the Office of the Recorder of said County with a line parallel with and distant southerly, measured at right angles 19 feet from the center line of The Dalles, said center line being also a northerly line of said Tract 1881; thence West 47.44 feet to the point of intersection with a curve concave to the west, having a radius of 43 feet and a tangent bearing of N. 26° 13' 22" E.

BEGINNING at the northeasterly corner of the land described in deed from Brian and Davis to the City of Sunnyvale as said deed is filed for record in Book 5087 Official Records, at page 425, in the Office of the Recorder of said County, said northeasterly corner being on the easterly line of Lawrence Station Road, a 60.00 foot half street, as shown on the Record of Survey Map filed for record in Book 152 of Maps, at page 49, in the office of the Recorder of said County; thence south along the easterly line of said lands of the City of Sunnyvale 25.00 feet; thence S. $45^{\circ} 00'$ W., 34.80 feet to a point of intersection of a curve to the right; thence from a tangent bearing of N. $12^{\circ} 32' 01''$ E., northerly, northeasterly, along said curve having a radius of 436.00 feet, a central angle of $6^{\circ} 45' 53''$ an arc length of 51.48 feet to a point of intersection with the northerly line of said lands of the City of Sunnyvale; thence N. $89^{\circ} 36'$ E., along said northerly line a distance of 10.50 feet to the POINT OF BEGINNING.

All that real property situate in the City of Sunnyvale, County of Santa Clara, State of California, more particularly described as follows:

BEGINNING at the southeasterly corner of the lands described in deed from Lewis to the City of Sunnyvale as said deed is filed for record in Book 4042 Official Records, at page 207, in the Office of the Recorder of said County, said southeasterly corner being on the easterly line of Lawrence Station Road, a 60.00 foot half street, as shown on the Record of Survey Map filed for record in Book 152 of Maps, at page 49, in the Office of the Recorder of said County; thence north along the easterly line of said lands of the City of Sunnyvale 26.87 feet to the point of intersection with a curve whose radius point bears S. $66^{\circ} 15' 29''$ E., a distance of 190.00 feet, as shown on said Record of Survey Map; thence southwesterly along the arc of said curve, having a radius of 190.00 feet, through a central angle of $1^{\circ} 07' 37''$, a distance of 3.74 feet to the beginning of a compound curve whose radius point bears S. $67^{\circ} 23' 06''$ E., a distance of 436 feet; thence southwesterly, along the arc of last said curve, having a radius of 436 feet, through a central angle of $3^{\circ} 19' 00''$, a distance of 25.24 feet to the point of intersection with the southerly line of said lands of the City of Sunnyvale; thence N. $89^{\circ} 17' 17''$ E., along said southerly line, a distance of 10.50 feet to the POINT OF BEGINNING.

EXHIBIT "D"

(Lawrence Station Rd)

All that real property situate in the City of Sunnyvale, County of Santa Clara, State of California, being a strip of land 10 feet in width, measured at right angles, lying southerly of and contiguous to the following described line:

BEGINNING at a point in the westerly line of Ontario Drive, 62 feet wide, said point of beginning being at the southeasterly corner of Lot 11, as shown on a map of Tract No. 2460, Homestead Terrace Unit No. 1, filed for record in Book 110 of Maps, page 53, in the Office of the Recorder of said County; thence S. 89° 58' 45" W. along said southerly line of Lot 11, 120 feet to the southwest corner of said Parcel "11".

EXHIBIT "E"

(Walkway)

All that certain real property situate in the City of Sunnyvale, County of Santa Clara, State of California, being a portion of Marshall Avenue as said Avenue is shown upon the "Map of the Mathews Tract" as said map is filed for record in Book "L" of Maps, at page 20, in the Office of the Recorder of said County, said real property being more particularly described as follows:

BEGINNING at the southeast corner of Lot 22 of said Mathews Tract, said corner being in the Northerly line of said Marshall Avenue (50.00 feet wide); thence S. $14^{\circ} 52'$ W., along the Southerly prolongation of the Easterly line of said Lot 22, a distance of 5.81 feet; thence Southwesterly along the arc of a curve to the left, from a tangent bearing S. $86^{\circ} 58' 23''$ W., having a radius of 120.00 feet and a central angle of $19^{\circ} 45' 37''$ for a distance of 41.39 feet to the point of intersection with the center line of said Marshall Avenue (50.00 feet wide); thence N. $75^{\circ} 08'$ W., along said center line 126.67 feet; thence Northwesterly along the arc of a curve to the left, from a tangent bearing N. $45^{\circ} 22' 15''$ W., having a radius of 885.00 feet and a central angle of $3^{\circ} 26' 18''$, for a distance of 53.11 feet to the point of intersection with the Northerly line of said Marshall Avenue; thence S. $75^{\circ} 08'$ E., along said Northerly line, 209.96 feet to the point of beginning.

EXHIBIT "F"

(Marshall - N $\frac{1}{2}$)

All that certain real property situate in the City of Sunnyvale, County of Santa Clara, State of California, being a portion of Marshall Avenue as said Avenue is shown upon the "Map of the Mathews Tract" as said map is filed for record in Book "L" of Maps, at page 20, in the Office of the Recorder of said County, said real property being more particularly described as follows:

COMMENCING at the Southeast corner of Lot 22 of said Mathews Tract, said corner being in the Northerly line of said Marshall Avenue (50.00 feet wide); thence S. $14^{\circ} 52'$ W., along the Southerly prolongation of the Easterly line of said Lot 22, a distance of 5.81 feet; thence Southwesterly along the arc of a curve to the left, from a tangent bearing S. $86^{\circ} 58' 23''$ W., having a radius of 120.00 feet and a central angle of $19^{\circ} 45' 37''$ for a distance of 41.39 feet to the point of intersection with the center line of said Marshall Avenue (50.00 feet wide), said point being the true point of beginning; thence continuing Southwesterly along the arc of said curve to the left, from a tangent bearing S. $67^{\circ} 12' 46''$ W., having a radius of 120.00 feet and a central angle of $11^{\circ} 51' 07''$ for a distance of 24.82 feet to the point of reverse curve to the right; thence Southwesterly along said reverse curve, having a radius of 50.00 feet and a central angle of $13^{\circ} 22' 54''$ for a distance of 11.68 feet to the point of intersection with the Southerly line of said Marshall Avenue; thence N. $75^{\circ} 08'$ W., along said Southerly line 59.08 feet; thence Northwesterly along the arc of a curve to the left, from a tangent bearing N. $42^{\circ} 15' 24''$ W., having a radius of 885.00 feet and a central angle of $3^{\circ} 06' 51''$ for a distance of 48.10 feet to the point of intersection with said center line of Marshall Avenue; thence S. $75^{\circ} 08'$ E., along said center line, 126.67 feet to the TRUE POINT OF BEGINNING.

EXHIBIT "F-1"

(Marshall - S $\frac{1}{2}$)

All that real property situate in the City of Sunnyvale, County of Santa Clara, State of California, more particularly described as follows:

All of the Easterly 25 feet of that portion of Bayview Avenue which lies Northerly of a line running parallel with and distant 10.00 feet Northerly measured at right angles from the Northerly line of Evelyn Avenue, 60 feet wide, as said Avenues are shown upon that certain map entitled "Map of the Town of Encinal" as said map is recorded in Book "I" of Maps, at page 88, in the Office of the Recorder of said County.

EXHIBIT "G"

(Bayview - E $\frac{1}{2}$)

All that real property situate in the City of Sunnyvale, County of Santa Clara, State of California, more particularly described as follows:

All of the Westerly 25 feet of that portion of Bayview Avenue which lies Northerly of a line running parallel with and distant 10.00 feet Northerly measured at right angles from the Northerly line of Evelyn Avenue, 60 feet wide, as said Avenues are shown upon that certain map entitled "Map of the Town of Encinal" as said map is recorded in Book "I" of Maps, at page 88, in the Office of the Recorder of said County.

2760248

BOOK 6778 PAGE 702

FILED FOR RECORD
AT REQUEST OF

City of Sunnyvale
DEC 14 2 27 PM 1964

OFFICIAL RECORDS
SANTA CLARA COUNTY
PAUL R. TEILH
RECORDER

EXHIBIT "R"

(Bayview - W 1/2)

u - *City Clerk*
City Hall, Room 102
Sunnyvale, Calif.

9th

TRACT NO. 10201

IRONWORKS NORTH
FOR CONDOMINIUM PURPOSES
CONSISTING OF THREE (3) SHEETS

BEING A ONE LOT SUBDIVISION FOR 117 CONDOMINIUM UNITS BEING ALL OF PARCELS ONE AND TWO AS SHOWN ON THAT CERTAIN PARCEL MAP FILED IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON MAY 3, 1979 IN BOOK 441 OF MAPS, AT PAGE 4.

LYING ENTIRELY WITHIN THE CITY OF SUNNYVALE, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA.

DATE: APRIL 2014



Civil Engineers • Planners • Surveyors
224 Airport Parkway, Suite 525
San Jose, CA 95110

LEGEND

- DISTINCTIVE BOUNDARY LINE
- RIGHT OF WAY
- EXISTING LOT LINE
- CENTERLINE
- EASEMENT LINE
- EXISTING EASEMENT LINE
- MONUMENT THE LINE
- FOUND BRASS DISC IN CITY MONUMENT WELL (AS NOTED)
- ⊙ SET STANDARD CITY PUBLIC STREET MONUMENT A 2 1/2" BRONZE DISC STAMPED R.C.E. 31954 SET IN CONCRETE IN WELL WITH ROUND FRAME AND COVER
- FOUND IRON PIPE (AS NOTED)
- SET 3/4" IRON PIPE TAGGED R.C.E. 31954
- ⊙ SET NAIL WITH TAG RCE 31954 IN CONCRETE WALK
- () RECORD DATA
- EX. EXISTING
- FD. FOUND
- MON. MONUMENT
- E.V.A.E. EMERGENCY VEHICLE ACCESS EASEMENT
- I.E.E. INGRESS AND EGRESS EASEMENT
- P.W.L.E. PUBLIC WATER LINE EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- PT&T THE PACIFIC TELEPHONE AND TELEGRAPH CO.
- (R) RADIAL

BASIS OF BEARINGS

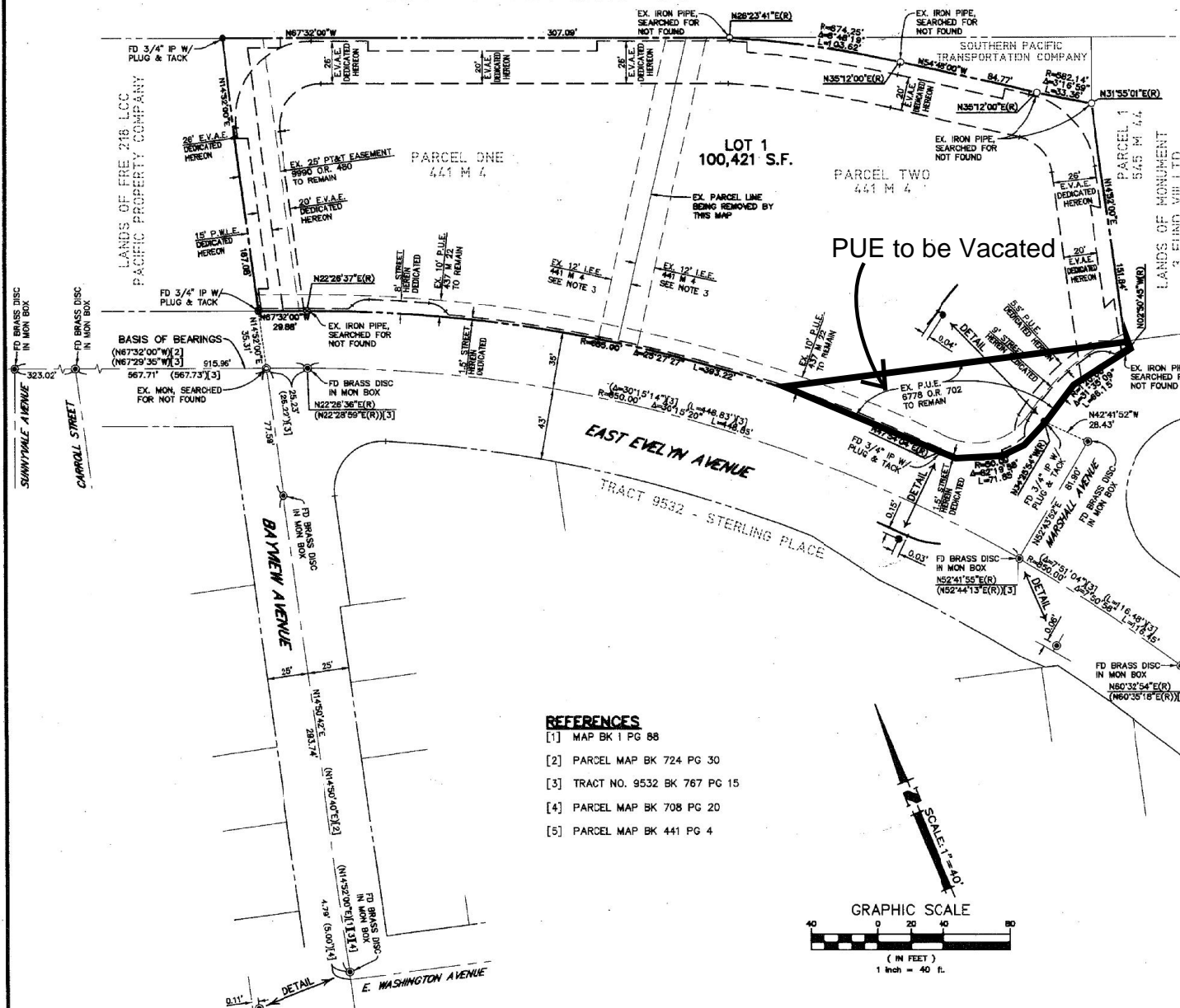
THE BEARING OF THE MONUMENT LINE OF EAST EVELYN AVENUE, NORTH 67°32'00" WEST, AS SHOWN ON THAT CERTAIN MAP ENTITLED "PARCEL MAP" RECORDED IN BOOK 724 OF MAPS AT PAGE 30 SANTA CLARA COUNTY RECORDS WAS TAKEN AS THE BASIS OF BEARINGS FOR THIS MAP.

NOTES

- ALL DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
- THE AREA WITHIN THE DISTINCTIVE BORDER = 2.31 ACRES GROSS.
- THE SERVIENT AND DOMINANT TENEMENTS OF THE EASEMENTS DESCRIBED BELOW ARE NOW VESTED IN THE OWNER SHOWN HEREIN AND ARE DEEMED TO BE MERGED AND OF NO FURTHER FORCE AND EFFECT: TWO 12' WIDE INGRESS AND EGRESS EASEMENTS PER BOOK 441 MAPS, PAGE 4.

SHEET 2 OF 3 FILE NAME: 121057912.dwg

SOUTHERN PACIFIC TRANSPORTATION COMPANY



REFERENCES

- MAP BK 1 PG 88
- PARCEL MAP BK 724 PG 30
- TRACT NO. 9532 BK 767 PG 15
- PARCEL MAP BK 708 PG 20
- PARCEL MAP BK 441 PG 4

BK / 872

Pg / 43-44



September 12, 2014

AT&T

Attention: Ms. Marlana Telfer
Public Works Coordinator, Right of Way Manager
870 N. McCarthy Blvd., 1st Floor
Milpitas, CA 95035

Subject: Public Utility Easement Vacation – 457 E. Evelyn Ave., Sunnyvale, California


Dear Marlana,

As part of a new residential development located at 457 E. Evelyn Ave., one of the existing Public Utility Easement (PUE) shall be vacated. The subject PUE is identified in a recorded document #2760248 in Book 6778 pages 702 to 718 as Exhibit "F" with the Santa Clara County Recorder's Office, and further delineated on the attached Tract No. 10201.

Please review and provide any comments you have associated with the subject PUE vacation by returning this letter. Your response by **October 7, 2014** or sooner would be very much appreciated.

If you have any questions concerning this letter, please contact me at jchu@ci.sunnyvale.us.gov or (408) 730-7413.

Very truly yours,


Judy Chu, P.E.
Senior Engineer

Attachments: Document #2760248 and Tract No. 10201

AT&T has reviewed document #2760248 and Tract No. 10201, and has the following comments.

- ☒ The subject PUE has been superseded by relocation, and there are no AT&T facilities located within the subject PUE area. There are no prospective AT&T facilities within the subject PUE area. Therefore, AT&T has no comments or objections to the proposed PUE vacation.

- ☐ AT&T objects to the subject PUE vacation due to _____.

Signature



9/29/2014

Date



September 12, 2014

Comcast

Attention: Mr. Steve Morioka
1900 South Tenth Street
San Jose, CA 95112

Subject: Public Utility Easement Vacation - 457 E. Evelyn Ave., Sunnyvale, California

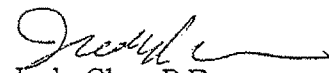
Dear Mr. Morioka,

As part of a new residential development located at 457 E. Evelyn Ave., one of the existing Public Utility Easement (PUE) shall be vacated. The subject PUE is identified in a recorded document #2760248 in Book 6778 pages 702 to 718 as Exhibit "F" with the Santa Clara County Recorder's Office, and further delineated on the attached Tract No. 10201.

Please review and provide any comments you have associated with the subject PUE vacation by returning this letter. Your response by **October 7, 2014** or sooner would be very much appreciated.

If you have any questions concerning this letter, please contact me at jchu@ci.sunnyvale.us.gov or (408) 730-7413.

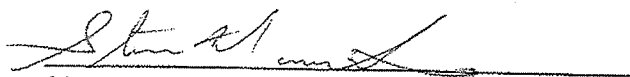
Very truly yours,


Judy Chu, P.E.
Senior Engineer

Attachments: Document #2760248 and Tract No. 10201

Comcast has reviewed document #2760248 and Tract No. 10201, and has the following comments.

- ☒ The subject PUE has been superseded by relocation, and there are no Comcast facilities located within the subject PUE area. There are no prospective Comcast facilities within the subject PUE area. Therefore, Comcast has no comments or objections to the proposed PUE vacation.
- ☐ Comcast objects to the subject PUE vacation due to _____.


Signature

9-18-14
Date



September 12, 2014

Pacific Gas and Electric Company
Land and Environmental Management
Attention: Mr. David Neal, Lead Land Technician
111 Almaden Boulevard, room 814
San Jose, CA 95113

Subject: Public Utility Easement Vacation – 457 E. Evelyn Ave., Sunnyvale, California


Dear Mr. Neal,

As part of a new residential development located at 457 E. Evelyn Ave., one of the existing Public Utility Easement (PUE) shall be vacated. The subject PUE is identified in a recorded document #2760248 in Book 6778 pages 702 to 718 as Exhibit "F" with the Santa Clara County Recorder's Office, and further delineated on the attached Tract No. 10201.

Please review and provide any comments you have associated with the subject PUE vacation by returning this letter. Your response by **October 7, 2014** or sooner would be very much appreciated.

If you have any questions concerning this letter, please contact me at jchu@ci.sunnyvale.us.gov or (408) 730-7413.

Very truly yours,

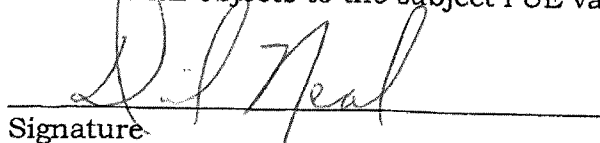

Judy Chu, P.E.
Senior Engineer

Attachments: Document #2760248 and Tract No. 10201

PG&E has reviewed document #2760248 and Tract No. 10201, and has the following comments.

- ☒ The subject PUE has been superseded by relocation, and there are no PG&E facilities located within the subject PUE area. There are no prospective PG&E facilities within the subject PUE area. Therefore, PG&E has no comments or objections to the proposed PUE vacation.

☐ PG&E objects to the subject PUE vacation due to _____.


Signature

9/18/14
Date

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF SUNNYVALE SUMMARILY VACATING A PORTION
OF A PUBLIC SERVICE EASEMENT WITHIN PRIVATE
PROPERTY LOCATED AT 457 EAST EVELYN AVENUE**

WHEREAS, subdivision (c) of Section 8333 of the Streets and Highways Code of the State of California authorizes the City Council to summarily vacate an easement if it has been superseded by relocation, or determined to be excess by the easement holder, and there are no other public facilities located within the easement; and

WHEREAS, the City Council intends to summarily vacate a portion of a Public Service Easement ("Easement"), as shown in Resolution No. 6808, attached hereto as Exhibit A and further depicted in Tract No. 10201, attached hereto as Exhibit B; and

WHEREAS, the Easement has no existing City facilities or other public facilities; and

WHEREAS, Pacific Gas and Electric, Comcast Cable Communications and AT&T California, have no objection to the vacation of the Easement; and

WHEREAS, on March 19, 2013, City Council conditionally approved a 158-unit residential project, and since new buildings are being proposed within the existing Easement, project condition no. TM-8 requires removal of existing facilities and abandonment of the Easement;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUNNYVALE THAT:

1. The City of Sunnyvale finds and determines that:
 - a) The Easement has been superseded by relocation; and
 - b) No public facilities are located within the Easement that would be affected by a summary vacation; and
 - c) The Easement is not needed for present or prospective easement purposes; and
 - d) The public convenience and necessity does not require reservation of any portion of the Easement.
2. Based upon the findings made in Section 1 of this Resolution and the provisions of Section 8333 of the Streets and Highways Code, the City Council does hereby order that the Easement shall be and hereby is summarily vacated.

3. The City Council hereby authorizes and directs the City Clerk to record a certified copy of the resolution, attested by the City Clerk under seal, with the Santa Clara County Recorder's Office.
4. The Easement will no longer constitute a Public Service Easement from and after the date of recordation of the documents identified in Section 3 of this Resolution.

Adopted by the City Council at a regular meeting held on _____, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

RECUSAL:

ATTEST:

APPROVED:

City Clerk
(SEAL)

Mayor

APPROVED AS TO FORM

City Attorney

EXHIBIT A

2760248

BOOK 6778 PAGE 702

RESOLUTION NO. 6808

**A RESOLUTION AND ORDER OF VACATION OF A CERTAIN
PEDESTRIAN WALKWAY AND CERTAIN PUBLIC STREETS, OR
PORTIONS THEREOF, IN THE CITY OF SUNNYVALE**

WHEREAS, on November 10, 1964, the City Council passed and adopted Resolution No. 6746 entitled, "RESOLUTION DECLARING THE INTENTION OF THE CITY COUNCIL OF THE CITY OF SUNNYVALE TO VACATE A CERTAIN PEDESTRIAN WALKWAY AND CERTAIN PUBLIC STREETS, OR PORTIONS THEREOF, IN THE CITY OF SUNNYVALE," pursuant to the provision of Part 3, Division 9, of the Streets and Highways Code of the State of California, known as the Street Vacation Act of 1941, as amended, to vacate portions of The Dalles Avenue, Lawrence Station Road, Marshall Avenue, Bayview Avenue, and a certain unnamed pedestrian walkway, respectively, hereinafter more particularly described, maps or plans of which were filed with the City Clerk of the City of Sunnyvale; and

WHEREAS, said Resolution No. 6746 fixed a time and place for hearing all persons interested in or objecting to the proposed vacation, to wit: On the 8th day December, 1964, at the hour of 8:00 p.m. in the Council Chambers of the City Council of the City of Sunnyvale, Sunnyvale Public Library, 665 West Olive Avenue, Sunnyvale, California, which said time was not less than fifteen (15) days from the above mentioned date and the passage of said Resolution No. 6746; and

WHEREAS, said Resolution No. 6746 was published in the manner prescribed by law for publication of ordinances for the

City of Sunnyvale, to wit: Once within fifteen (15) days after its passage, on the 25th day of November, 1964, in the Sunnyvale Daily Standard, the official newspaper of the City of Sunnyvale; and

WHEREAS, on the 25th day of November, 1964, Notices entitled, "NOTICE OF VACATION OF PEDESTRIAN WALKWAY AND CERTAIN PUBLIC STREETS, OR PORTIONS THEREOF" were conspicuously posted along the line of the pedestrian walkway and along the lines of the portions of each of said streets proposed to be vacated, not more than three hundred (300) feet apart, which notices stated the passage of said Resolution No. 6746, and the time and place of hearing objections to the proposed vacation of said pedestrian walkway and portions of said public streets in the City of Sunnyvale; and

WHEREAS, on the 8th day of December, 1964, at the time and place for said hearing, this Council heard evidence offered by any and all persons interested in the proposed vacation,

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. That this Council finds from all of the evidence submitted that the pedestrian walkway and the portion of the public streets in the City of Sunnyvale, more particularly described in Exhibits "A", "B", "C", "D", "E", "F", "F-1", "G", and "H" attached hereto and incorporated herein by reference are unnecessary for present or prospective public street purposes.

2. That it is hereby ordered that the portion of the City street, which is lawfully, officially, and commonly known as The Dalles Avenue, more particularly described in Exhibit "A", be and it is hereby abandoned and vacated.

3. That it is hereby ordered that the portion of the City street, which is lawfully, officially, and commonly known as The Dalles Avenue, more particularly described in Exhibit "B", be and it is hereby abandoned and vacated.

4. That pursuant to the provisions of Section 8330 of the Streets and Highways Code of the State of California, it is hereby ordered that there be excepted from and reserved in the portions of The Dalles Avenue herein ordered vacated and more particularly described in Exhibits "A" and "B", the permanent easements and right at any time, or from time to time, to construct, maintain, operate, replace, remove and renew sanitary sewers, storm drains and appurtenant structures, and pursuant to any existing franchises or renewals thereof, or otherwise, to construct, maintain, operate, replace, remove, renew, and enlarge lines of pipe, conduits, cables, wires, poles, and other convenient structures, equipment and fixtures for the operation of gas pipelines, telegraphic and telephone lines, communication facilities, for the transportation or distribution of electric energy, water, and for incidental purposes, including access and the right to keep the property free from inflammable materials, and wood growth, and otherwise protect the property from all hazards in, upon, over, and across all that certain real property described in Exhibits "A" and "B".

5. That pursuant to the provisions of Section 8330 of the Streets and Highways Code of the State of California, it is hereby ordered that there be excepted from and reserved in a part of the portion of The Dalles Avenue described in Exhibit "B" and herein ordered vacated the permanent easement for the construction,

reconstruction, operation, repair, maintenance, replacement, relocation, and enlargement of public utilities including, but not limited to drainage facilities, storm sewers, water mains and pipes, sanitary sewers and other public utilities in, through, across, beneath and upon that certain part of the portion of The Dalles Avenue herein vacated and more particularly described in Exhibit "B-1" attached hereto and incorporated herein by reference.

6. That it is hereby ordered that the portions of the city street, which is lawfully, officially, and commonly known as Lawrence Station Road, more particularly described in Exhibits "C" and "D", be and they and each of them is hereby abandoned and vacated.

7. That it is hereby ordered that the certain unnamed pedestrian walkway described in Exhibit "E" be and it is hereby abandoned and vacated.

8. That pursuant to the provisions of Section 8330 of the Streets and Highways Code of the State of California, it is hereby ordered that the northerly five (5) feet of the unnamed pedestrian walkway herein ordered vacated and more particularly described in Exhibit "E" shall not be used, nor be permitted to be used for the erection of any structure exceeding fifteen (15) feet in height.

9. That it is hereby ordered that the portion of the city street, which is lawfully, officially, and commonly known as Marshall Avenue, more particularly described in Exhibit "F", be and it is hereby abandoned and vacated.

10. That pursuant to the provisions of Section 8330 of the Streets and Highways Code of the State of California, it is hereby ordered that there be excepted from and reserved in that portion of Marshall Avenue herein ordered vacated and more particularly described in Exhibit "F", the permanent easements and right at any time, or from time to time, to construct, maintain, operate, replace, remove and renew, and pursuant to any existing franchises or renewals thereof, or otherwise, to construct, maintain, operate, replace, remove, renew and enlarge lines of pipe, conduits, cables, wires, poles and other convenient structures, equipment and fixtures for the operation of gas pipelines, telegraphic and telephone lines, communication facilities, for the transportation or distribution of electric energy, and for incidental purposes, including access and the right to keep the property free from inflammable materials, and wood growth, and otherwise protect the property from all hazards in, upon, over, and across all that certain real property described in Exhibit "F".

11. That it is hereby ordered that the portion of the City street, which is lawfully, officially, and commonly known as Marshall Avenue, more particularly described in Exhibit "F-1", be and it is hereby abandoned and vacated.

12. That it is hereby ordered that the portions of the city street, which is lawfully, officially, and commonly known as Bayview Avenue, more particularly described in Exhibits "G" and "H", be and they and each of them is hereby abandoned and vacated.

13. That pursuant to the provisions of Section 8330 of the Streets and Highways Code of the State of California, it is hereby ordered that there be excepted from and reserved in the portions of Bayview Avenue herein ordered vacated and more particularly described in Exhibits "G" and "H", the permanent easements and right at any time, or from time to time, to construct, maintain, operate,

replace, remove, and renew water mains and pipes, sanitary sewers and storm drains, and appurtenant structures in and across the real property described in Exhibits "G" and "H"; provided, further, the real property described in Exhibits "G" and "H" shall not be used, nor be permitted to be used for the erection of any structure, nor for the planting of trees and shrubs, nor for any other purpose which will damage or interfere with the proper use, function, maintenance or repair of any such water main or pipe, sanitary sewer or storm drain, or appurtenant structure.

14. That pursuant to the provisions of Section 8330 of the Streets and Highways Code of the State of California, it is hereby ordered that there be excepted from and reserved in the portion of Bayview Avenue herein ordered vacated and more particularly described in Exhibit "H", the permanent easements and right at any time, or from time to time, to construct, maintain, operate, replace, remove, and renew, and pursuant to any existing franchises or renewals thereof, or otherwise, to construct, maintain, operate, replace, remove, renew, and enlarge lines of pipe, conduits, cables, wires, poles, and other convenient structures, equipment and fixtures for the operation of gas pipelines, telegraphic and telephone lines, communication facilities, for the transportation or distribution of electric energy, and for incidental purposes, including access and the right to keep the property free from inflammable materials, and wood growth, and otherwise, protect the property from all hazards in, upon, over, and across all that certain real property described in Exhibit "H".

15. That the City Clerk cause a certified copy of this Resolution, attested under seal of the City of Sunnyvale, to be recorded in the Office of the County Recorder of Santa Clara County, being the County in which this City is situated.

PASSED AND ADOPTED by the City Council of the City of Sunnyvale at a regular meeting held on the 8th day of December, 1964, by the following called vote:

AYES: Councilmen: Brown, Conrardy, Fernandez, Koreski, McDaniel
and Jones

NOES: Councilmen: None

ABSENT: Councilmen: Logan

APPROVED:

Walter L. Jones
Mayor

ATTEST:

THOMAS H. SWEENEY, City Clerk

By: Flauney W. Leonard
Deputy City Clerk

Certified as a True Copy
THOMAS H. SWEENEY, City Clerk
by: Flauney W. Leonard
Deputy City Clerk

BOOK 6778 PAGE 709

All that real property situate in the City of Sunnyvale, County of Santa Clara, State of California, more particularly described as follows:

BEGINNING at the point of intersection of the easterly line of Tract No. 2118 Southwood Park, as a map of said Tract is filed for record in Book 98 of Maps, at page 52, in the Office of the Recorder of said County, with a line parallel with and distant northerly, measured at right angles, 5.00 feet from the center line of The Dalles, a 62 foot wide street, said center line being also the southerly line of said Tract; thence West along said parallel line 55.24 feet to the point of intersection with a curve to the left having a radius of 43.00 feet; thence from a tangent bearing N. 60° 38' 00" W., northerly and northwesterly, through a central angle of 39° 29' 53" a distance of 29.64 feet to the point of intersection with the northerly line of said The Dalles; thence east along said northerly line, 68.18 feet to the point of intersection with said easterly line of Tract No. 2118; thence S. 00° 01' 50" E., along said easterly line 26.00 feet to the point of beginning.

Containing an area of 0.035 acres, more or less.

EXHIBIT "A"

(Dalles)

All that real property situate in the City of Sunnyvale, County of Santa Clara, State of California, more particularly described as follows:

BEGINNING at the point of intersection of the southerly line of The Dalles, a 62 foot wide street, with a line parallel with and distant westerly measured at right angles, 12.00 feet from the easterly line of Lot 1 as shown on the Map of Tract 1881, Westmoor Glen, filed for record in Book 76 of Maps, at pages 18 and 19, in the Office of the Recorder of said County; thence west along said southerly line 56.22 feet to the point of intersection with a curve to the left having a radius of 43.00 feet; thence northeasterly and northerly from a tangent bearing of N. $46^{\circ} 07' 53''$ E., along the arc of said curve, through a central angle of $39^{\circ} 29' 53''$ a distance of 29.64 feet to a point in a line, parallel with and distant southerly, measured at right angles 5.0 feet from the center line of said The Dalles, said center line being also a northerly line of said Tract 1881; thence east, along said parallel line 43.24 feet to a point in a line parallel with and distant westerly, measured at right angles, 12.00 feet from the northerly prolongation of the easterly line of said Lot 1; thence S. $0^{\circ} 01' 50''$ E., along last said parallel line 26.00 feet to the POINT OF BEGINNING.

EXHIBIT "B"

(Dalles)

All that real property situate in the City of Sunnyvale, County of Santa Clara, State of California, more particularly described as follows:

A 10 foot wide strip of land, the southerly line of which is described as follows:

BEGINNING at the point of intersection of a line parallel with and distant westerly, measured at right angles 12.00 feet from the northerly prolongation of the easterly line of Lot 1, as shown on the Map of Tract 1881, Westmoor Glen, filed for record in Book 76 of Maps, at pages 18 and 19, in the Office of the Recorder of said County with a line parallel with and distant southerly, measured at right angles 19 feet from the center line of The Dalles, said center line being also a northerly line of said Tract 1881; thence West 47.44 feet to the point of intersection with a curve concave to the west, having a radius of 43 feet and a tangent bearing of N. 26° 13' 22" E.

BEGINNING at the northeasterly corner of the land described in deed from Brian and Davis to the City of Sunnyvale as said deed is filed for record in Book 5087 Official Records, at page 425, in the Office of the Recorder of said County, said northeasterly corner being on the easterly line of Lawrence Station Road, a 60.00 foot half street, as shown on the Record of Survey Map filed for record in Book 152 of Maps, at page 49, in the office of the Recorder of said County; thence south along the easterly line of said lands of the City of Sunnyvale 25.00 feet; thence S. $45^{\circ} 00' W.$, 34.80 feet to a point of intersection of a curve to the right; thence from a tangent bearing of N. $12^{\circ} 32' 01'' E.$, northerly, northeasterly, along said curve having a radius of 436.00 feet, a central angle of $6^{\circ} 45' 53''$ an arc length of 51.48 feet to a point of intersection with the northerly line of said lands of the City of Sunnyvale; thence N. $89^{\circ} 36' E.$, along said northerly line a distance of 10.50 feet to the POINT OF BEGINNING.

EXHIBIT "C"

(Lawrence Station Rd)

All that real property situate in the City of Sunnyvale, County of Santa Clara, State of California, more particularly described as follows:

BEGINNING at the southeasterly corner of the lands described in deed from Lewis to the City of Sunnyvale as said deed is filed for record in Book 4042 Official Records, at page 207, in the Office of the Recorder of said County, said southeasterly corner being on the easterly line of Lawrence Station Road, a 60.00 foot half street, as shown on the Record of Survey Map filed for record in Book 152 of Maps, at page 49, in the Office of the Recorder of said County; thence north along the easterly line of said lands of the City of Sunnyvale 26.87 feet to the point of intersection with a curve whose radius point bears S. $66^{\circ} 15' 29''$ E., a distance of 190.00 feet, as shown on said Record of Survey Map; thence southwesterly along the arc of said curve, having a radius of 190.00 feet, through a central angle of $1^{\circ} 07' 37''$, a distance of 3.74 feet to the beginning of a compound curve whose radius point bears S. $67^{\circ} 23' 06''$ E., a distance of 436 feet; thence southwesterly, along the arc of last said curve, having a radius of 436 feet, through a central angle of $3^{\circ} 19' 00''$, a distance of 25.24 feet to the point of intersection with the southerly line of said lands of the City of Sunnyvale; thence N. $89^{\circ} 17' 17''$ E., along said southerly line, a distance of 10.50 feet to the POINT OF BEGINNING.

EXHIBIT "D"

(Lawrence Station Rd)

All that real property situate in the City of Sunnyvale, County of Santa Clara, State of California, being a strip of land 10 feet in width, measured at right angles, lying southerly of and contiguous to the following described line:

BEGINNING at a point in the westerly line of Ontario Drive, 62 feet wide, said point of beginning being at the southeasterly corner of Lot 11, as shown on a map of Tract No. 2460, Homestead Terrace Unit No. 1, filed for record in Book 110 of Maps, page 53, in the Office of the Recorder of said County; thence S. $89^{\circ} 58' 45''$ W. along said southerly line of Lot 11, 120 feet to the southwest corner of said Parcel "11".

EXHIBIT "E"

(Walkway)

All that certain real property situate in the City of Sunnyvale, County of Santa Clara, State of California, being a portion of Marshall Avenue as said Avenue is shown upon the "Map of the Mathews Tract" as said map is filed for record in Book "L" of Maps, at page 20, in the Office of the Recorder of said County, said real property being more particularly described as follows:

BEGINNING at the southeast corner of Lot 22 of said Mathews Tract, said corner being in the Northerly line of said Marshall Avenue (50.00 feet wide); thence S. $14^{\circ} 52'$ W., along the Southerly prolongation of the Easterly line of said Lot 22, a distance of 5.81 feet; thence Southwesterly along the arc of a curve to the left, from a tangent bearing S. $86^{\circ} 58' 23''$ W., having a radius of 120.00 feet and a central angle of $19^{\circ} 45' 37''$ for a distance of 41.39 feet to the point of intersection with the center line of said Marshall Avenue (50.00 feet wide); thence N. $75^{\circ} 08'$ W., along said center line 126.67 feet; thence Northwesterly along the arc of a curve to the left, from a tangent bearing N. $45^{\circ} 22' 15''$ W., having a radius of 885.00 feet and a central angle of $3^{\circ} 26' 18''$, for a distance of 53.11 feet to the point of intersection with the Northerly line of said Marshall Avenue; thence S. $75^{\circ} 08'$ E., along said Northerly line, 209.96 feet to the point of beginning.

EXHIBIT "F"

(Marshall - N $\frac{1}{2}$)

All that certain real property situate in the City of Sunnyvale, County of Santa Clara, State of California, being a portion of Marshall Avenue as said Avenue is shown upon the "Map of the Mathews Tract" as said map is filed for record in Book "L" of Maps, at page 20, in the Office of the Recorder of said County, said real property being more particularly described as follows:

COMMENCING at the Southeast corner of Lot 22 of said Mathews Tract, said corner being in the Northerly line of said Marshall Avenue (50.00 feet wide); thence S. $14^{\circ} 52'$ W., along the Southerly prolongation of the Easterly line of said Lot 22, a distance of 5.81 feet; thence Southwesterly along the arc of a curve to the left, from a tangent bearing S. $86^{\circ} 58' 23''$ W., having a radius of 120.00 feet and a central angle of $190^{\circ} 45' 37''$ for a distance of 41.39 feet to the point of intersection with the center line of said Marshall Avenue (50.00 feet wide), said point being the true point of beginning; thence continuing Southwesterly along the arc of said curve to the left, from a tangent bearing S. $67^{\circ} 12' 46''$ W., having a radius of 120.00 feet and a central angle of $110^{\circ} 51' 07''$ for a distance of 24.82 feet to the point of reverse curve to the right; thence Southwesterly along said reverse curve, having a radius of 50.00 feet and a central angle of $130^{\circ} 22' 54''$ for a distance of 11.68 feet to the point of intersection with the Southerly line of said Marshall Avenue; thence N. $75^{\circ} 08'$ W., along said Southerly line 59.08 feet; thence Northwesterly along the arc of a curve to the left, from a tangent bearing N. $42^{\circ} 15' 24''$ W., having a radius of 885.00 feet and a central angle of $30^{\circ} 06' 51''$ for a distance of 48.10 feet to the point of intersection with said center line of Marshall Avenue; thence S. $75^{\circ} 08'$ E., along said center line, 126.67 feet to the TRUE POINT OF BEGINNING.

EXHIBIT "F-1"

(Marshall - S $\frac{1}{2}$)

All that real property situate in the City of Sunnyvale, County of Santa Clara, State of California, more particularly described as follows:

All of the Easterly 25 feet of that portion of Bayview Avenue which lies Northerly of a line running parallel with and distant 10.00 feet Northerly measured at right angles from the Northerly line of Evelyn Avenue, 60 feet wide, as said Avenues are shown upon that certain map entitled "Map of the Town of Encinal" as said map is recorded in Book "I" of Maps, at page 88, in the Office of the Recorder of said County.

EXHIBIT "G"

(Bayview - E $\frac{1}{2}$)

All that real property situate in the City of Sunnyvale, County of Santa Clara, State of California, more particularly described as follows:

All of the Westerly 25 feet of that portion of Bayview Avenue which lies Northerly of a line running parallel with and distant 10.00 feet Northerly measured at right angles from the Northerly line of Evelyn Avenue, 60 feet wide, as said Avenues are shown upon that certain map entitled "Map of the Town of Encinal" as said map is recorded in Book "I" of Maps, at page 88, in the Office of the Recorder of said County.

2760248

BOOK 6778 PAGE 702

FILED FOR RECORD
AT REQUEST OF

City of Sunnyvale
DEC 14 2 27 PM 1964

OFFICIAL RECORDS
SANTA CLARA COUNTY
PAUL R. TEHL
RECORDER

EXHIBIT "R"

(Bayview - W 1/2)

u - *City Clerk*
City Hall, Room 102
Sunnyvale, Calif.

9th

EXHIBIT B

TRACT NO. 10201

IRONWORKS NORTH FOR CONDOMINIUM PURPOSES CONSISTING OF THREE (3) SHEETS

BEING A ONE LOT SUBDIVISION FOR 117 CONDOMINIUM UNITS BEING ALL OF PARCELS ONE AND TWO AS SHOWN ON THAT CERTAIN PARCEL MAP FILED IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON MAY 3, 1979 IN BOOK 441 OF MAPS, AT PAGE 4.

LYING ENTIRELY WITHIN THE CITY OF SUNNYVALE, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA.

DATE: APRIL 2014



Civil Engineers • Planners • Surveyors
224 Algot Parkway, Suite 525
San Jose, CA 95110

LEGEND

- DISTINCTIVE BOUNDARY LINE
- RIGHT OF WAY
- EXISTING LOT LINE
- CENTERLINE
- EASEMENT LINE
- EXISTING EASEMENT LINE
- MONUMENT TIE LINE
- ⊙ FOUND BRASS DISC IN CITY MONUMENT WELL (AS NOTED)
- ⊙ SET STANDARD CITY PUBLIC STREET MONUMENT A 2 1/2" BRONZE DISC STAMPED R.C.E. 31954 SET IN CONCRETE IN WELL WITH ROUND FRAME AND COVER
- FOUND IRON PIPE (AS NOTED)
- SET 3/4" IRON PIPE TAGGED R.C.E. 31954
- SET NAIL WITH TAG RCE 31954 IN CONCRETE WALK
- () RECORD DATA
- EX. EXISTING
- FD. FOUND
- MON. MONUMENT
- E.V.A.E. EMERGENCY VEHICLE ACCESS EASEMENT
- I.E.E. INGRESS AND EGRESS EASEMENT
- P.W.L.E. PUBLIC WATER LINE EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- PT&T THE PACIFIC TELEPHONE AND TELEGRAPH CO.
- (R) RADIAL

BASIS OF BEARINGS

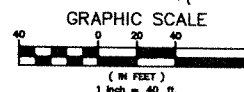
THE BEARING OF THE MONUMENT LINE OF EAST EVELYN AVENUE, NORTH 67°32'00" WEST, AS SHOWN ON THAT CERTAIN MAP ENTITLED "PARCEL MAP" RECORDED IN BOOK 724 OF MAPS AT PAGE 30 SANTA CLARA COUNTY RECORDS WAS TAKEN AS THE BASIS OF BEARINGS FOR THIS MAP.

NOTES

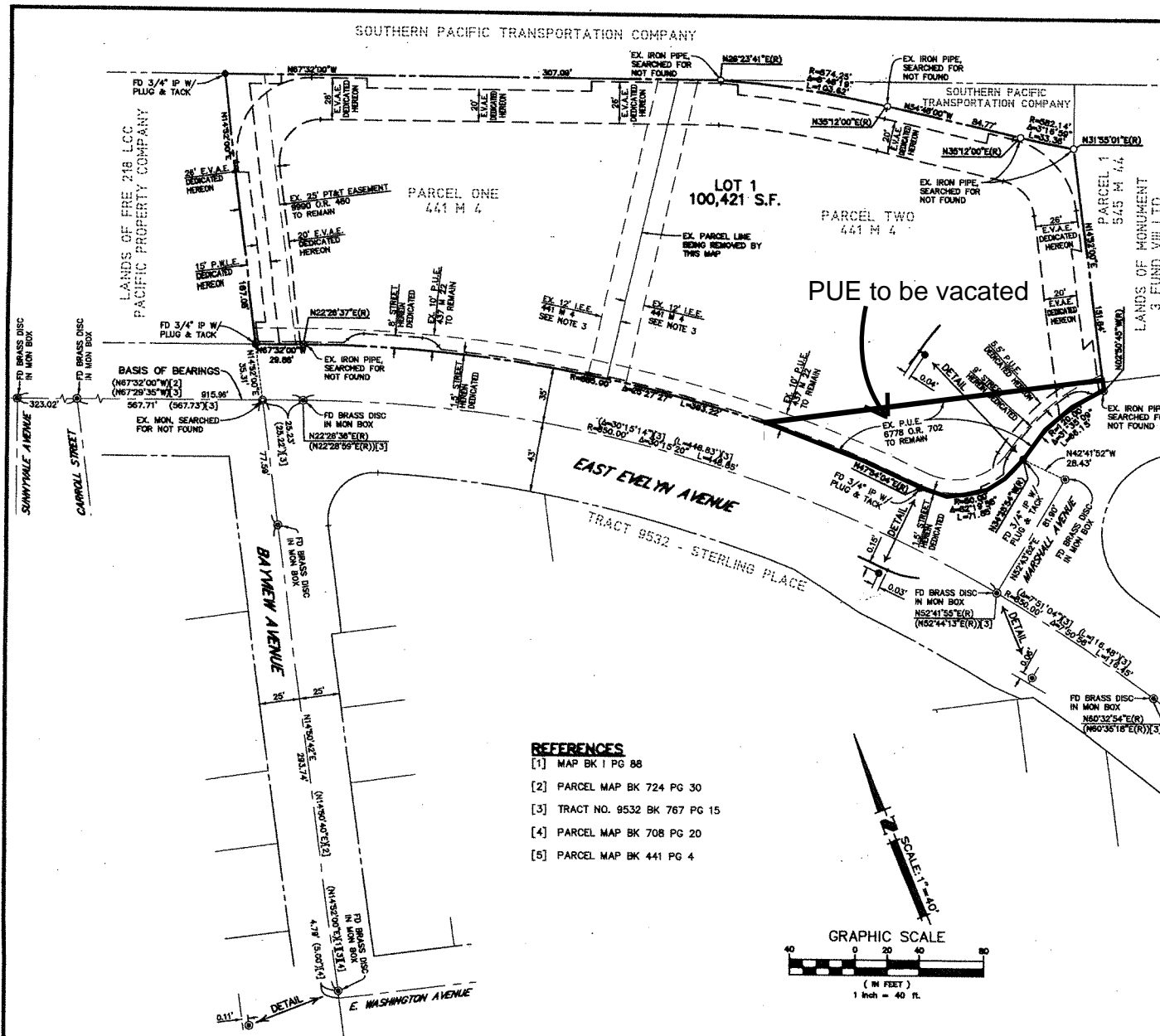
- ALL DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
- THE AREA WITHIN THE DISTINCTIVE BORDER = 2.31 ACRES GROSS.
- THE SERVIENT AND DOMINANT TENEMENTS OF THE EASEMENTS DESCRIBED BELOW ARE NOW VESTED IN THE OWNER SHOWN HEREIN AND ARE DEEMED TO BE MERGED AND OF NO FURTHER FORCE AND EFFECT: TWO 12' WIDE INGRESS AND EGRESS EASEMENTS PER BOOK 441 MAPS, PAGE 4.

REFERENCES

- MAP BK 1 PG 88
- PARCEL MAP BK 724 PG 30
- TRACT NO. 9532 BK 787 PG 15
- PARCEL MAP BK 708 PG 20
- PARCEL MAP BK 441 PG 4



PUE to be vacated



BK / 872
PG / 43-44



City of Sunnyvale

Agenda Item

14-1103

Agenda Date: 11/25/2014

SUBJECT

Adopt Ordinance No. 3049-14 Amending the Precise Zoning Plan, Zoning Districts Map, to Rezone Certain Property located at 1071 Noriega Avenue from Medium Density Residential (R-3) to Medium Density Residential/ Planned Development (R-3/PD)

RECOMMENDATION

Adopt Ordinance No. 3049-14.

ATTACHMENT

1. Ordinance No. 3049-14

JB

ORDINANCE NO. 3049-14

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
SUNNYVALE AMENDING THE PRECISE ZONING PLAN,
ZONING DISTRICTS MAP, TO REZONE CERTAIN PROPERTY
LOCATED AT 1071 NORIEGA AVENUE FROM MEDIUM
DENSITY RESIDENTIAL (R-3) TO MEDIUM DENSITY
RESIDENTIAL/ PLANNED DEVELOPMENT (R-3/PD)**

THE CITY COUNCIL OF THE CITY OF SUNNYVALE DOES ORDAIN AS
FOLLOWS:

SECTION 1. AMENDMENT OF PRECISE ZONING PLAN. The Precise Zoning Plan, Zoning Districts Map, City of Sunnyvale (Section 19.16.050 of the Sunnyvale Municipal Code) hereby is amended in order to include certain property located at 1071 Noriega Avenue within the R-3/PD (Medium Density Residential/Planned Development) Zoning District, which property is presently zoned R-3 (Medium Density Residential) Zoning District. The location of the property is set forth on the scale drawing attached as Exhibit A.

SECTION 2. CEQA-MITIGATED NEGATIVE DECLARATION. The City Council hereby determines that the Mitigated Negative Declaration prepared for this ordinance has been completed in compliance with the requirements of the California Environmental Quality Act (CEQA) and reflects the independent judgment of the City, and finds that adoption of the ordinance will have no significant negative impact on the area's resources, cumulative or otherwise.

SECTION 3. EFFECTIVE DATE. This ordinance shall be in full force and effect thirty (30) days from and after the date of its adoption.

SECTION 4. 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 newspaper for 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 November 11, 2014, 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
Date of Attestation: _____

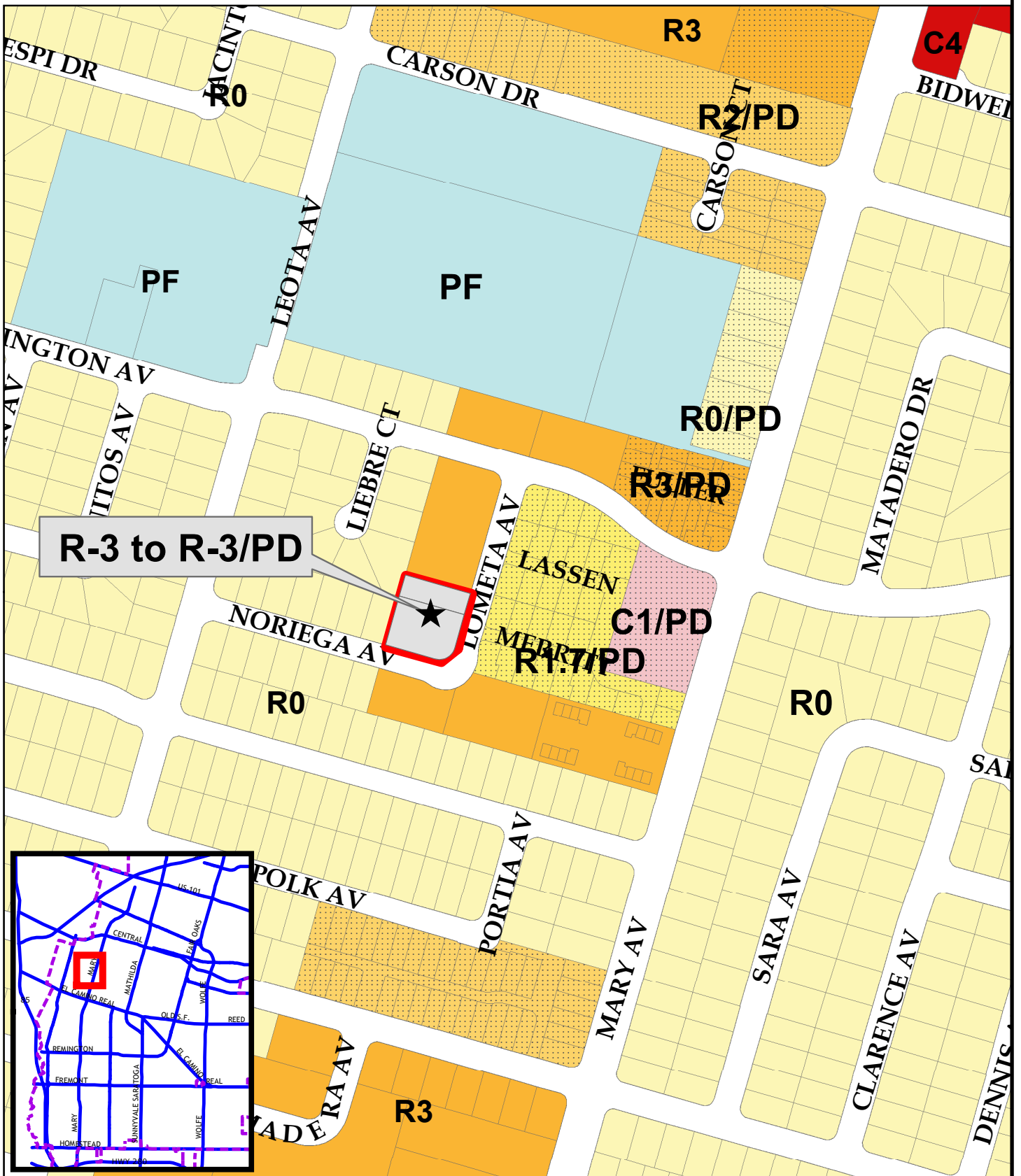
Mayor

(SEAL)

APPROVED AS TO FORM:

City Attorney

EXHIBIT A



1071 Noriega Avenue (APN: 161-37-017, -018)
 Rezone the site from R-3 (Medium Density Residential)
 to R-3/PD (Medium Density Residential/Planned Development)

0 80 160 320 Feet





City of Sunnyvale

Agenda Item

14-0917

Agenda Date: 11/25/2014

REPORT TO COUNCIL

SUBJECT

Approval of a Work Plan to Achieve the 2020 Greenhouse Gas Reduction Targets in the Adopted Climate Action Plan and Budget Modification No. 22

REPORT IN BRIEF

The City of Sunnyvale Climate Action Plan (CAP) was adopted by the City Council on May 20, 2014 (Attachment 1). The CAP is a Greenhouse Gas (GHG) emissions reduction plan to address the causes of climate change and reduce the impacts of climate change in the future. It was adopted as a response to the State of California's legislative directive (AB 32) for cities to develop local plans to reduce GHG emissions.

The CAP builds upon the City's current and past environmental efforts. It is an assertive program that advances the City's long-term commitment and leadership role in the area of sustainability. The CAP takes existing City programs, codes and policies and combines them with new GHG emission reduction strategies and creates a timeframe for implementation and monitoring that would result in Sunnyvale exceeding the recommended GHG reduction goals outlined by the State.

The CAP includes over a 100 GHG emission reduction strategies (goals, measures and action items) and provides an Implementation Matrix that maps out the responsibilities and implementation time frames for each strategy. The Implementation Matrix identifies which strategies to accomplish in the near-term (before 2016), mid-term (before 2020) and long-term (after 2020).

As part of the Council action to adopt the CAP, staff was directed to come back with a work plan and possible funding strategies to achieve the CAP greenhouse gas (GHG) emission reduction targets in the plan. Staff was also directed to return to Council with a recommendation for securing a CAP monitoring program. The Draft CAP Work Plan 2020 (Attachment 4) lays out a schedule and plan for achieving the Near and Mid-term CAP strategies (those identified before 2020). The CAP Work Plan operationalizes the implementation program, providing more specific information on key action steps, current status, responsible departments, and implementation timeframes. Additionally, potential funding sources are identified for individual actions as well as potential funding strategies for the overall program.

The City will also require a monitoring tool or program in order to track CAP achievements. Monitoring is necessary in order to provide the Council with progress updates, to justify environmental review streamlining for projects and to possibly qualify for grants. Staff recommends acquiring a product made specifically for Sunnyvale by the same consultant that prepared the CAP and that staff will use to provide Council with biennial progress reports as well as a biennial process for modifying the CAP.

This report also includes a recommendation for appropriation of funding for the CAP monitoring

program and for initial outreach related to implementation of the CAP. Future funding needs as described in the Work Plan will need to be considered in the context of City priorities during the Operating and Projects budget processes.

Staff is recommending that the City Council adopt the proposed CAP 2020 Work Plan, adopt a biennial CAP progress reporting schedule and adopt a biennial CAP modification process as outlined in this report. Included in this report is a minor modification to the CAP requested by Council. Staff also recommends a budget modification for a CAP monitoring tool and for initial CAP implementation.

Minutes from the Council meeting of May 20, 2014 are attached (Attachment 2).

The CAP Work Plan has been considered by four advisory commissions:

- Bicycle and Pedestrian Advisory Commission - October 16, 2014
- Sustainability Commission - October 20, 2014
- Planning Commission - October 27, 2014
- Parks and Recreation Commission - November 12, 2014

The Bicycle and Pedestrian Advisory Commission, Sustainability Commission and Parks and Recreation Commission recommended approval of the CAP Work Plan 2020 and related actions (Alternatives 1-5) subject to modifications specific to each commission, which are described in the Public Contact section of this staff report.

The Planning Commission did not recommend approval of the CAP Work Plan (Alternative 1) because the commissioners concluded the cost information provided by staff did not sufficiently identify the costs to implement nor did it demonstrate how the City would fund implementation. The Planning Commission was concerned with how the CAP implementation would impact other City services. However, the Planning Commission did recommend approval of Alternatives 2-5.

BACKGROUND

The purpose of the CAP is to reduce GHG emissions in an effort to combat the effects of climate change. The City's CAP goes beyond the State target of 15 percent reductions by 2020 established by AB 32. The CAP also advances the City's long time commitment to the environment and sustainability. On May 20, 2014, the City Council approved adoption of the CAP with additional direction to staff as follows.

In response to input by the Silicon Valley Association of Realtors, the Council voted to eliminate CAP measure EC-3.1, which was to establish an ordinance to require homeowners to perform and disclose energy and water audits at time of sale. Council directed staff to come back with some alternatives for consideration. The recommended alternative is discussed in this report.

Staff was also directed to move forward with the three "just do it" action items that could be accomplished without further City action or consideration. As noted in the Work Plan spread sheet the "just do it" action items that pertained to managing GHG emissions from construction vehicles and equipment have been added to the Condition of Approval list for all discretionary development projects and are included in the CAP CEQA checklist for verification. Staff was also directed to revise the City's CEQA initial study checklist to reflect CAP measures for future public and private projects. The revised CEQA checklist is attached for information (Attachment 3).

The Council also directed staff to come back with a timeline, work plan and possible funding strategies for CAP GHG emission reduction measures, and to return to Council with a recommendation for a CAP monitoring program with proposed budget modification as needed. The primary purpose of this report is for consideration of a proposed CAP Work Plan for meeting the targeted reductions established for 2020.

EXISTING POLICY

The proposed work plan and monitoring program conveyed in this report are consistent with the adopted City of Sunnyvale Climate Action Plan adopted by Council on May 20, 2014. The CAP Work Plan 2020 operationalizes the Implementation Program described in Chapter 5 of the CAP.

ENVIRONMENTAL REVIEW

The work plan and related follow up CAP measures discussed in this report are not considered separate projects under CEQA and no separate environmental documentation is required. A Negative Declaration was adopted for the CAP and implementation program in compliance with California Environmental Quality Act (CEQA) provisions and City Guidelines. The Initial Study for the CAP determined that the CAP would not have a significant negative effect on the environment and no mitigation was required. The CAP Initial Study and Negative Declaration are available along with the CAP RTC of May 20, 2014 at:

<https://sunnyvaleca.legistar.com/LegislationDetail.aspx?ID=1798218&GUID=019B03E8-3EA0-471C-9243-FBFE5F96F8FC&Options=&Search=&FullText=1>

DISCUSSION

CAP Work Plan 2020 (Attachment 4)

Staff has prepared the Climate Action Plan Work Plan 2020, which operationalizes the Implementation Program included as Chapter 5 of the adopted Climate Action Plan. The scope of this work plan includes activities scheduled for implementation in the “near” and “mid” terms, which in their aggregate are aimed to achieve the 2020 greenhouse gas reduction target. The CAP Work Plan 2020 lays out the implementation timeframes for each activity, the approach for monitoring and reporting on CAP progress, the approach to updating the CAP, and a detailed description of funding strategies that will be utilized to implement the reduction measures. These elements are summarized below.

Monitoring and Reporting

Staff proposes that a CAP Progress Report will be provided to Council and related commissions on a biennial cycle to coordinate with Earth Day in April of 2016, 2018, 2020 and onward. Each report would cover the previous two calendar years. Given the number and magnitude of implementation actions, monitoring and reporting on the CAP is anticipated to be a staff intensive task. Annual reporting may not allow enough time to get programs up and running long enough to provide feedback and monitoring data. A biennial monitoring report will provide updates on the following:

- Emissions reductions using direct indicators such as per capita electricity use and vehicle miles traveled (VMT) as well as the performance metrics identified in the CAP implementation program;
- Status of CAP GHG emission reduction measures and actions (e.g., policies implemented, actions completed, participant information);
- Updated Work Plan matrix;

- Updated information on funding strategies, including grant opportunities evaluated and applications submitted.

The CAP is intended to streamline future environmental review of public and private projects for meeting the GHG reduction strategy of the Bay Area Air Quality Management District (BAAQMD). To take advantage of this CEQA streamlining feature, the City must monitor and document its progress in meeting its minimum 15 percent GHG reduction target. Documenting this progress will also increase the City's competitiveness for future state grants where sustainability is a goal and grant criterion.

In order to effectively track CAP activities and related emissions, staff proposes to secure the services of Pacific Municipal Consultants (PMC) for \$90,000 for a five-year term. PMC would provide an Excel-based tool for monitoring the GHG emission reductions in the Sunnyvale CAP, support the development of the biennial Progress Report, and provide additional technical support during the first five years of the CAP. PMC is the same professional consultant that helped prepare the CAP. Their deep understanding of Sunnyvale's plan and underlying evaluation of reduction measures and their ability to provide prompt technical support for the initial implementation timeframe will be invaluable to staff. They have the ability to quickly establish a monitoring tool that is tailored specifically to the Sunnyvale CAP as opposed to a more generic monitoring tool. The new contract would be executed under the City Manager's authority. This report proposes that Council appropriate funding of \$24,000 to begin work this fiscal year.

Making CAP Modifications

When the CAP was adopted in May 2014, Council members asked how future modifications to the CAP could be presented and considered. Staff proposes that such modifications be requested at the biennial CAP Progress Report public hearing, during which Council and the related commissions can suggest changes to the CAP. Staff would report back to the Council in September of that year, with the following:

- Evaluation of the suggested items on GHG reductions, CAP goals, and program resources.
- Recommendations to incorporate selected suggestions into the CAP Work Plan based on benefit and feasibility.
- Possible metrics for quantifying and monitoring the proposed changes.
- A prepared study issue paper to be ranked the following year if more study is needed.

Based on the CAP issue paper, Council can determine what if any action is required to adopt, drop or study the proposed modification. Some modifications may require CEQA analysis. Proposed modifications would be considered first by related commissions and then by Council.

Funding Strategies

Given the wide array of activities included in the CAP, and the limited local resources available to implement them, the City will employ a diverse set of strategies to secure implementation resources. Funding approaches are summarized below; a more detailed discussion of funding strategies is included in the CAP Work Plan 2020 (Attachment 4).

The City's local options include the General Fund and special enterprise funds (i.e., Water Supply and Distribution Fund, Wastewater Management Fund, Solid Waste Management Fund, and Development Enterprise Fund). Reduction measure implementation funded by an enterprise fund

must have nexus with those services. CAP strategies not aligned with special funds would need to be supported by the General Fund or external funding.

Staff has identified where implementation of Greenhouse gas emissions reduction strategies are already underway and associated funding has been incorporated into the City's existing operating or projects budgets. In cases where the cost to implement has been identified as minimal, costs will be absorbed within the responsible department's existing budget. These items were identified as the "Just Do It" items in the May report on the Climate Action Plan. Where implementation costs cannot be absorbed or where the City lacks the capacity to implement, staff will bring forward recommendations as part of the budget process. Staff plans to establish with the upcoming budget cycle one or more dedicated Projects Budget items for CAP implementation, providing flexibility to leverage outside opportunities and address priorities year-to-year.

External Funding Opportunities

In the near future, there will be numerous opportunities to leverage external funding for local CAP implementation. These opportunities include state and federal grants, participation in regional programs, and potentially through participation in a Community Choice Aggregation program.

In 2012, the Legislature and Governor Brown established the Greenhouse Gas Reduction Fund to receive proceeds from California's Cap-and-Trade auctions and to provide the framework for how the auction proceeds will be administered. The first round of grant solicitations is scheduled for early 2015 with awards made in mid-2015. Staff expects strong, competitive interest across the State for the total \$832 million approved by the legislature for the first cycle.

There is also funding available through other state agencies such as the California Energy Commission. In addition, some CAP actions may align well with other federal and state grant programs related to transportation, water and wastewater, solid waste, and public safety. Staff will actively monitor relevant grant solicitations, and pursue grant funding for CAP implementation where there is good alignment with the funding solicitation's objectives, with the goal of maximizing external funding for Sunnyvale CAP implementation. Seed resources may be needed to develop grant packages and provide local match funding.

Another potential source of funding renewable energy and energy efficiency measures is through participation in a Community Choice Aggregation program. The City Council prioritized a Study Issue for 2014 to evaluate a Community Choice Aggregation program (CCA). Included as part of the scope of the study is identification of which CAP reduction measures can be funded and implemented by a CAA.

In addition to seeking external funding, staff will also leverage partnerships and reduced cost staffing opportunities. Staff will maintain participation in organizations that strategically support the advancement of CAP initiatives. Staff will also participate in programs that provide subsidized or low cost, qualified staffing support, such as Climate Corps Bay Area. This program places a Fellow, who has graduated with a four-year degree and expressed a professional interest in the environmental field, with a participating City to implement environmental programs. Staff has secured its first Fellow to support schools outreach for water pollution prevention. This report proposes appropriation of additional funding to add an additional Fellow for CAP implementation.

Lastly, the City may consider the creation of new fees or taxes to fund CAP initiatives. At this time,

no specific actions are included to pursue such funding options.

Related Study Issues

The CAP Work Plan includes key steps for the reduction measures, including further study where appropriate. Staff proposes that CAP studies are managed as part of the CAP work program and not as part of the annual Study Issues process. Implementation of CAP study items is anticipated to reduce staff's capacity for additional Study Issues, as resources are focused on this adopted, multi-faceted plan. Over the last three years, several Study Issues have been deferred or activity suspended pending adoption of the CAP. An update and recommendations regarding related Study Issues follows:

ESD 12-01 Community and Operational Greenhouse Gas Inventory (Prioritized in 2012, contingent on grant funding or other collaborative opportunity): The community component of this issue is fulfilled by the recommendations in this report with development of the CAP tracking tool. Separately, a municipal operations GHG inventory was last developed in 2012 as a project of Joint Venture Silicon Valley. No process or resources have yet been established for an on-going operational inventory. Staff will continue to seek grant or partnership opportunities and have included this task as part of the CAP Work Plan 2020. Staff recommends dropping ESD 12-01 as a separate study issue.

ESD 12-03 Impact of Sea Level Rise on Land Use (Deferred pending approval of the CAP): This study issue is substantially addressed by the Adaptation Strategies section of the CAP, namely Action A-3.1: Analyze and disclose possible impacts of climate change on the project for plan area with an emphasis on sea level rise. This action is included in the Work Plan 2020. Staff will be recommending dropping ESD 12-03 as a separate study issue.

ESD 13-05 Ecodistrict Feasibility and Incentives (Prioritized for 2013; staff recommended action to follow CAP and LUTE and no funding was allocated): Staff has not further evaluated this issue and no funding has been allocated. Staff will provide an update during the next Study Issue cycle.

ESD 14-02 Community Choice Aggregation: As noted in the Funding Strategies section of this report, Council prioritized and funded this study for 2014. Concurrently, interest has blossomed, and Mountain View and Cupertino have approved funding to conduct a collaborative study on the feasibility of pursuing Community Choice. This study will include benefits, costs, risks, prospective partners, and the framework for moving forward. Staff anticipates bringing the resulting study to Council in early 2015.

Alternative to Time of Sale Residential Energy Audits

The Draft CAP presented to Council in May 2014 included measure EC-3.1 as part of the Residential Energy Efficiency strategy to focus on residences constructed prior to 1990. This measure was identified as a mid-term measure to start in 2016:

EC- 3.1: Establish a residential energy conservation ordinance that requires homeowners to perform and disclose energy and water audits at time of sale.

When the CAP was approved, Council eliminated Action Item EC-3.1 based on feedback from the Silicon Valley Realtors Association. Staff was directed to come back with a recommendation for a way to recapture the potential of energy audits by an alternate approach. The CAP consultant

removed the measure from the final CAP and recalculated the program reductions without it. The CAP meets the GHG reduction goals without measure EC-3.1.

Staff recommends that a more general version of EC-3.1 be included in the CAP as follows:

Revised EC-3.1: Establish a residential energy conservation program that encourages or incentivizes homeowners to perform energy and water audits, with an emphasis on leveraging homeowner decision-making during home sale, purchase, and remodel.

The revised Action Item captures the intent of the original measure, while allowing additional time for staff to work with the Silicon Valley Realtors Association and other regional partners such as the Silicon Valley Energy Watch Program to explore how residential energy and water audits can be accelerated. Similar partnerships have recently emerged in other jurisdictions including San Mateo and Portland, Oregon. For example, in September 2014, the San Mateo Energy Watch Program in conjunction with the Santa Mateo County Association of Realtors offered free, full day training - Green Home Expertise for Real Estate Professionals. Home remodels can frequently follow real estate transactions, and are prime opportunities for integrating energy efficiency measures that will result in on-going financial and energy savings for the homeowner. Other key partners may include community and faith-based organizations. Staff will continue to track progress on similar efforts, seek potential program partners, and update the program approach with the 2015 CAP Annual Report, which is recommended to be presented to the Council in April 2016.

CAP CEQA Analysis for Future Projects

When new developments (private) or capital improvements (public) are proposed, the City is required to determine if those projects are exempt or are “projects” as defined under the California Environmental Quality Act (CEQA), which would require environmental analysis to determine if a Negative Declaration, Mitigated Negative Declaration or Environmental Impact Report must be prepared. To make the preliminary determination staff prepares an Initial Study that is a standardized checklist of environmental issues that need to be evaluated in order to decide which CEQA process to use.

A supplemental checklist has been prepared for the City of Sunnyvale’s Initial Study analysis that helps staff determine if a project is consistent with the CAP. If a project is consistent then the project-specific CEQA analysis can be streamlined and likely no additional GHG emissions analysis is required. If the project is not found to be consistent with the CAP additional, project-specific GHG impact analysis is required to complete the CEQA process. The City would determine on a case-by-case basis if a project should be approved if it is not consistent with the CAP.

A draft CEQA CAP supplemental checklist has been provided for information only. It will be completed and implemented by staff. No action on the checklist is required.

FISCAL IMPACT

The Implementation chapter of the adopted CAP includes a policy commitment to fund the CAP. Over its 20+ year lifespan, the CAP will have significant costs associated with its implementation. The program is an assertive, long-term effort with many measures and actions that are slated to be implemented in the near-term (2016), mid-term (2020) and long-term (post 2020) timeframes. A high-level cost analysis of the CAP strategies was provided to the Council in May that provided general cost projections for implementing the CAP measures and action items. Big ticket costs (measures or action items over \$100,000) were highlighted.

As described above under Funding Strategies, the recommended CAP Work Plan 2020 identifies likely and potential funding sources for the CAP GHG emissions reduction measures and action items (Attachment 4). This information will be updated as the part of the Biennial Progress Report.

In order to initiate selected new activities, this report proposes to appropriate \$69,000 from the General Fund for the current fiscal year. Of that amount, \$24,000 would be used to develop and launch the CAP tracking tool. An additional \$45,000 would be used to secure a Fellow from the Climate Corp Bay Aerator develop initial outreach strategies and materials to promote CAP initiatives.

Staff is recommending an appropriation from the General Fund Budget Stabilization Fund. This one time appropriation will not have a significant effect on the fiscal health of the General Fund. However, to the extent that other funding sources are not identified, ongoing costs related to the CAP implementation are a new addition to the General Fund and therefore compete directly with other services for limited resources. Budget Modification No. 22 has been prepared to appropriate funding as follows:

**Budget Modification No. 22
FY 2014/15**

	Current	Increase/ (Decrease)	Revised
General Fund			
<u>Expenditures</u>			
New Project: CAP Implementation Reserves	\$0	\$69,000	\$69,000
Budget Stabilization Fund	\$38,341,772	(\$69,000)	\$38,272,772

Approval of the CAP Work Plan does not authorize any new budget allocation beyond Budget Modification No. 22. Some new actions will require further study by staff during which a more detailed and thorough cost analysis would be prepared. Future budget impacts would be considered by the City Council in the context of City priorities and subject to approval as part of the appropriate Operating or Projects budget processes.

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 Senior Center, Community Center and Department of Public Safety; and by making the agenda and report available at the Sunnyvale Public Library, the Office of the City Clerk and on the City's website.

Email notification was also made to interested parties, including the Silicon Valley Association of Realtors, Sunnyvale Cool, Sustainable Silicon Valley, and local business and neighborhood associations.

Public contact was also made by posting of the Agenda Notice on the official bulletin boards and website for the meetings held by the Bicycle and Pedestrian Advisory Committee, Sustainability

Commission, Parks and Recreation Commission, and the Planning Commission.

The Bicycle and Pedestrian Advisory Commission considered the CAP Work Plan at a public meeting on October 16, 2014. The commission recommended approval of the staff recommendation - Alternatives 1-5.

The Sustainability Commission considered the CAP Work Plan at a public meeting on October 20, 2014. The commission discussed clarification of GHG inventory timelines and noted the need for actions to be accomplished sooner. The Sustainability Commission recommended approval of the staff recommendation - Alternatives 1-5, and directed staff to change all “bi-annual” references to “biennial” and to recognize that all timeframes in the Work Plan are considered maximum milestones. In a separate motion, the Sustainability Commission recommended that Council accelerate the next Green Building Ordinance revision to occur no later than 2015.

The Planning Commission considered the CAP Work Plan at a public meeting on October 27, 2014. The commission recommended that Council approve Alternatives 2-5 of the staff recommendation. The Planning Commission did not approve Alternative 1 (approve the Work Plan) as the commission found the cost information provided by staff did not sufficiently identify the costs to implement nor did it demonstrate how the City would fund implementation. The Planning Commission felt more specific and clearer information was needed to understand the potential cost tradeoffs of implementing the CAP and the potential impact on other City programs and studies, particularly those funded with General Funds.

The Parks and Recreation Commission considered the CAP Work Plan at a public meeting on November 12, 2014. The commission recommended approval of the staff recommendation (Alternatives 1-5) and stipulated that the recommendation was limited to the CAP goals, policies and action items that are related to the scope of the Parks and Recreation Commission.

ALTERNATIVES

Alternative 1: Approve the Climate Action Plan Work Plan 2020

Alternative 2: Approve the biennial CAP monitoring and reporting timeframe

Alternative 3: Approve the biennial CAP modification process

Alternative 4: Approve revised CAP action related to residential energy and water audits

Alternative 5: Approve Budget Modification No. 22 to provide funding for the CAP tracking tool and for initial outreach for CAP implementation

Alternative 6: Amended action as directed by the Council

Alternative 7: Other action as directed by the Council

STAFF RECOMMENDATION

Alternatives 1 through 5: 1) Approve the Climate Action Plan Work Plan 2020; 2) Approve the biennial CAP monitoring and reporting timeframe; 3) Approve the biennial CAP modification process; 4) Approve revised CAP action related to residential energy and water audits; and 5) Approve Budget Modification No. 22 to provide funding for the CAP tracking tool and for initial outreach for CAP implementation.

Staff recommends approval of the CAP Work Plan 2020 with funding strategies and implementation timeframes. The work plan closely follows the adopted CAP's Implementation Program. It has been prepared with more accurate knowledge of the City's programs and processes and with an understanding of the current budget and available funding sources and projected staffing levels.

Staff recommends a biennial approach to CAP monitoring, reporting and modification. A biennial frequency will allow an adequate period between reports to implement new measures and action items and provide enough time to collect meaningful feedback and data.

Staff recommends revising Action Item EC-3.1 as follows:

EC-3.1: Establish a residential energy conservation program that encourages or incentivizes homeowners to perform energy and water audits, with an emphasis on leveraging homeowner decision-making during home sale, purchase, and remodel.

This revision addresses the goal of the original time-of-sale approach included in the draft CAP and allows staff to investigate recent and emerging partnership approaches to develop a cost-effective means of accelerating efficiency audits.

Lastly, staff recommends approval of Budget Modification No. 22 to begin implementation in the current fiscal year of the CAP tracking tool, which will serve as the basis for documenting progress meeting the GHG reduction targets in the CAP, and to begin outreach related to CAP implementation, including utilizing low-cost staffing options such as that offered by Climate Corps Bay Area.

Prepared by: Gerri Caruso, Principal Planner

Prepared by: Melody Tovar, Regulatory Programs Division Manager

Reviewed by: Trudi Ryan, Planning Officer

Reviewed by: John Stufflebean, Director of Environmental Services

Reviewed by: Manuel Pineda, Director of Public Works

Reviewed by: Hanson Hom, Director of Community Development

Reviewed by: Robert A. Walker, Assistant City Manager

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. City of Sunnyvale Climate Action Plan
2. Minutes from City Council hearing May 20, 2014
3. Supplemental CAP CEQA Initial Study checklist
4. Draft CAP Work Plan 2020
5. Draft minutes, Bicycle and Pedestrian Advisory Commission 10/16/14
6. Draft minutes, Sustainability Commission 10/20/14
7. Approved minutes, Planning Commission 10/27/14
8. Draft minutes, Parks and Recreation Commission 11/12/14

Sunnyvale Climate Action Plan:

<http://www.pmcworld.com/client/sunnyvale/documents/final-ClimateActionPlan.pdf>

appointed to the Heritage Preservation Commission for a term expiring 6/30/2018 and one vacancy remains.

Housing and Human Services Commission (1 term to 6/30/2018):

Chiu, Dennis

VOTE: 6 – 0 – 1 (Councilmember Meyering abstained)

Pathak, Narendra

VOTE: 3 – 0 – 4 (Vice Mayor Davis, Mayor Griffith, Councilmembers Martin-Milius and Larsson abstained)

City Clerk Kathleen Franco Simmons announced Dennis Chiu has been appointed to the Housing and Human Services Commission to a term expiring 6/30/2018.

Parks and Recreation Commission (1 term to 6/30/2018):

Springer, Wendy

VOTE: 2 – 0 – 5 (Councilmember Whittum, Mayor Griffith, Councilmembers Martin-Milius, Larsson and Hendricks abstained)

City Clerk Kathleen Franco Simmons announced a vacancy remains on the Parks and Recreation Commission.

- 3** [14-0290](#) Climate Action Plan to Achieve State Recommended
Greenhouse Gas Emissions Reduction Goals in Assembly Bill
32: California Global Warming Solutions Act of 2006
Environmental Review: Negative Declaration

Principal Planner Geri Caruso presented the staff report. Director of Community Development Hanson Hom and Tammy Seal and Leanne Singleton of Pacific Municipal Consultants provided additional information.

Public Hearing opened at 8:37 p.m.

Giancarlo Alfano, Homestead High School student, spoke regarding the consequences of not taking action on the Climate Action Plan (CAP).

Emily Zhou, Homestead High School student, spoke in support of approval of the CAP.

Jessica Epstein, Silicon Valley Association of Realtors, provided information regarding EC3.1 relating to a mandatory energy and water audit at the time of sale

and recommended development of a program such as the one in Los Altos which is an energy self-audit checklist for remodeling in energy efficient ways.

Mary Combes, realtor, requested removal of point of sale from the CAP due to the burden on home sellers.

Joanna Flamenco, on behalf of Homestead High School, spoke in support of the CAP and submitted a petition containing over 330 signatures.

Ronnie Cohen, Homestead High School, spoke in support of the CAP.

Holly Lofgren spoke in support of the adoption of the CAP and requested a proviso that when staff considers the development of a particular size, they must include the CAP calculation of net increase or decrease of GHG, and those projects which create greater GHG must be declined; and include exemptions for schools, parks, recreational sites and places of assembly. Lofgren suggested it should be expressly stated by Council that the adoption of the CAP does not imply the inverse policy.

Tammy Qualls spoke in support of voting on the entire CAP.

John Cordes spoke in support of the CAP and an accelerated implementation.

Thom Mayer spoke in support of approval of the CAP.

Dan Hafeman spoke in support of approval of the CAP and provided recommendations on making it stronger. Hafeman suggested regarding EC3.1 the audit could be removed if the City had a program that required homeowners to make improvements. Hafemen suggested a focus on building efficiency, renewable energy and transportation and a goal of no net traffic increase.

Gary Bailey spoke in support of approval of the CAP.

Barbara Williams spoke in support of the CAP but in opposition to the point of sale.

Kevin Jackson, Horizon 2035 Committee member and BPAC member speaking for himself, spoke in support of approval of the CAP.

Margaret Lawson spoke regarding climate change and the importance of approving the CAP.

Sharlene Liu spoke in support of the CAP and urged adoption in its entirety.

Barbara Fukumoto spoke in support of Community Choice Aggregation, adoption of the CAP and implementation with urgency.

Serge Melle spoke in support of a measure to provide grey water to residences for landscaping.

Public Hearing closed at 9:17 p.m.

MOTION: Councilmember Hendricks moved and Councilmember Larsson seconded the motion to:

- Approve the Negative Declaration;
- Adopt the Climate Action Plan with Implementation Program with the following modifications: in EC3.1 remove the phrase "at time of point of sale", to come back in an appropriate timeframe with a replacement action that requires an in home energy audit but find a different way to do it to get to the totality of homes in the City in a much faster period, and when it comes back, include, as appropriate, any changes that make sense from the public and Council;
- Direct staff to move forward with "just do it" CAP Action Items;
- Direct staff to prepare a CAP CEQA checklist to determine future project consistency with the CAP for all departments to use for public and private projects;
- Direct staff to come back to Council within four months with a timeline, work plan and possible funding strategies for CAP GHG emission reduction measures; and
- Direct staff to come back within four months with a recommendation for securing a CAP monitoring program with a proposed budget modification as needed.

AMENDMENT: Councilmember Meyering moved an amendment to include a provision under OVT, which would be OVT-4, on page 3-33, page 85 of 222 to implement a no new automobile trip policy with regard to new development in Sunnyvale.

Motion died due to lack of a second.

The motion carried by the following vote:

Yes: 6 - Mayor Griffith
Vice Mayor Davis
Councilmember Whittum
Councilmember Martin-Milius
Councilmember Hendricks
Councilmember Larsson

No: 0

Abstain: 1 - Councilmember Meyering

MOTION: Councilmember Whittum moved and Councilmember Meyering seconded the motion to ask staff to consider one of the following: developing a plan for progressively higher alternative mode share requirements for TDM for new development, and/or when updating specific plans consider incorporating a special assessment district or transportation management association approach to provide funding for alternative commute modes. The motion failed by the following vote:

Yes: 2 - Councilmember Whittum
Councilmember Meyering

No: 5 - Mayor Griffith
Vice Mayor Davis
Councilmember Martin-Milius
Councilmember Hendricks
Councilmember Larsson

Council recessed at 9:56 p.m.

Council recessed at 10:08 p.m. with all members present.

- 4 [14-0280](#) Establish a City Advocacy Position on Minimum Wage, and Provide Further Input Regarding Creation of a Local Minimum Wage Ordinance, Including Enforcement and Implementation of Such Ordinance (Study Issue)

Economic Development Manager Connie Verceles presented the staff report.

Public Hearing opened at 10:28 p.m.

Louise Auerhahn, Working Partnerships, spoke in support of adoption of a local minimum wage ordinance.

Javier Gonzalez, representing California Restaurant Association, urged Council to consider remaining consistent with the State minimum wage law, or if Council chooses to create an ordinance, encouraged consideration of exemptions to the ordinance.

Marie Bernard, Sunnyvale Community Services, provided information regarding minimum wage earners and the impact on them to wait another year.

Poncho Guevara, Executive Director, Sacred Heart Community Service, spoke regarding improvements that have resulted from the minimum wage ordinance in

September 30, 2014

.....
 Approach to Climate Action Plan CEQA Streamlining

Summary

Attached is the Sunnyvale Climate Action Plan (CAP) Checklist to facilitate project-level streamlining from the Sunnyvale's adopted CAP. The intent of the checklist is to provide a consistent approach for streamlining the analysis of greenhouse gas emissions under the California Environmental Quality Act (CEQA). The Checklist allows City staff to determine: 1) project consistency with CAP forecasts, and 2) the project's incorporation of applicable strategies and measures from the CAP as binding and enforceable components of the project.

In summary, the checklist provides criteria to determine consistency with the CAP. Projects that are ineligible for CAP streamlining would be required to analyze project-level GHG emissions, consistent with the City's current practice by submitting a consultant-prepared GHG impact analysis. Minimum recommended content that should be included in environmental analysis is outlined.

The checklist includes the following sections:

- **Consistency with CAP Forecasts:** Identifies that non-stationary source projects consistent with the General Plan and Zoning Code are consistent with CAP forecasts. This section provides additional criteria for projects triggering a General Plan amendment or rezone. Large, stationary source emitters regulated by the Bay Area Air Quality Management District were not included in the CAP forecast and excluded from the streamlining process.
- **Mandatory CAP Standards:** Identifies the minimum mandatory standards applicable to residential and nonresidential development for streamlining. For now the Near-Term measures and action items from the Sunnyvale CAP have been included.
- **Recommended Environmental Analysis Content:** Brief list of recommended content for environmental analysis, when necessary, that allows a project means to reduce its GHG emissions while allowing an applicant to choose which items to use to obtain compliance with the GHG reduction goals of the CAP.

The draft Sunnyvale CEQA Initial Study Supplemental Checklist for Private Development is presented as Attachment 1.

City of Sunnyvale

Attachment 1: Climate Action Plan CEQA Checklist

Summary

This checklist identifies the minimum criteria a project must demonstrate to use the City's CAP for purposes of streamlining the analysis of greenhouse gas emissions under CEQA. Minimum criteria outlined below includes: 1) consistency with CAP forecasts, and 2) incorporation of applicable Near-Term (prior to 2016) strategies and measures from the CAP as binding and enforceable components of the project.

Section 1: Consistency with CAP Forecasts

The CAP's achievement of the 15% reduction below 2008 target is based on growth assumptions in the City's General Plan and regional growth forecasts. For eligibility to streamline from the CAP for purposes of an environmental analysis, projects must demonstrate consistency with CAP forecast assumptions using the criteria listed below. As appropriate, these criteria should be cited as evidence in any subsequent environmental document.

1A. Does the project include large stationary emissions sources that would be regulated by the Air District?☐ Yes☐ No

*If **no**, then the project may be eligible to claim consistency with growth assumptions that were used for CAP modeling. Skip to question **1C** to determine consistency with CAP forecasts.*

*If **yes**, the project may trigger additional changes to the physical environment that were not considered in the CAP and would otherwise be regulated by the Bay Area Air Quality Management District. Complete **1B**.*

1B. If this project is a stationary source emitter as outlined under 1A, does it also include any of the following emissions sources?

Residential uses	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Commercial uses	<input type="checkbox"/> Yes	<input type="checkbox"/> No

*If **no**, the project does not include any emissions sources that were assumed in CAP growth forecasts. Therefore, the project may trigger additional changes to the physical environment that were not considered in the CAP. CAP measures may be used to mitigate GHG emissions, but project-level analysis of GHG emissions using the California Emissions Estimator Model (CALEEMod) or another method must be prepared by a qualified air quality consultant.*

*If **yes**, the project may include emissions sources mitigated by the CAP. Therefore, any sources identified in 1B may be eligible to claim consistency with the CAP. All stationary sources regulated by the Bay Area Air Quality Management District shall be analyzed separately. Other sources that were analyzed in the CAP may still qualify for streamlining, should the project demonstrate consistency with the CAP as outlined in **1C** and following sections below.*

1C. Does the project trigger an amendment to or adoption of any of the following planning documents?

General Plan	<input type="checkbox"/> Yes	<input type="checkbox"/> No
--------------	------------------------------	-----------------------------

City of Sunnyvale

Attachment 1: Climate Action Plan CEQA Checklist

Specific Plan	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Precise Plan for El Camino Real	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Please describe any amendments or adoption of new specific plans or special planning areas, as applicable:

*If **no**, then the project is eligible to claim consistency with growth assumptions that were used for CAP forecasts.*

*If **yes**, the project would trigger an amendment to or adoption of one or more of the documents list above, complete **1D** below.*

1D. If the project triggers an amendment to the General Plan, specific plans, and/or special planning areas, complete the following table:

	Existing & Proposed Project			Proposed Project's Net Effect on Citywide Forecasts		
	Existing or Allowed Under Existing Zoning (A)	Proposed Project (B)	Net Change from Existing Zoning (C=B-A)	2020 CAP Forecast (D)	Proposed Project's Net Effect on Citywide 2020 Forecast (E = D+C)	Would Net Effect of Project Exceed the Citywide 2020 CAP Forecast?
Population				145,020		
Jobs				89,750		
Households / Dwelling Units				59,660		

Please describe any assumptions used to calculate existing, allowed, or proposed conditions:

City of Sunnyvale

Attachment 1: Climate Action Plan CEQA Checklist

*If **no for all indicators above**, then the project may be eligible to claim consistency with CAP growth assumptions. The project's assumed residents, employees, and households would not create a net increase on community-wide growth assumed in the CAP. The CAP uses these community-wide growth indicators to forecast community-wide emissions from residential energy use, nonresidential energy use, water-related emissions, and waste. Because the CAP uses these comparable indicators to forecast non-transportation related emissions, and the project would not exceed the CAP's assumed 2020 residents, employees, and dwelling units, the project's non-transportation emissions are therefore consistent with CAP growth assumptions and captured within the CAP's emissions forecast. Complete **1E** below.*

*If **yes to one or more indicators above**, the proposed project's net effect on citywide 2020 forecasts would exceed the 2020 CAP forecast assumptions. Therefore, the project may trigger additional emissions not assumed in CAP growth forecasts.*

Any projects that exceed the 2020 forecasts may still rely on the CAP for identification of measures and standards for mitigation. However, since such projects exceed the assumptions of the CAP forecast, it is recommended that the project demonstrate anticipated project-level GHG emissions estimates using CALEEMod or another tool. (estimates prepared by consultant).

1E. If the project is consistent with CAP growth forecasts as identified in 1D above, provide the following information.

Would the project have a potentially significant impact after mitigation on any of the following standards of significance identified in the State CEQA Guidelines, Appendix G?

a) Conflict with an applicable plan, program, or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
c) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

*If **yes to one or more standards above**, the proposed project's net effect on citywide 2020 forecasts is inconsistent with plans, programs, or policies that informed the assumptions for the 2020 transportation forecast. Therefore, the project is inconsistent with transportation emissions forecasts and is not eligible to claim consistency with the CAP for purposes of GHG emissions and impacts on climate change.*

*If **no for all standards above**, then the project is consistent with the plans, programs, policies, or ordinances that informed the travel demand model for the 2020 transportation forecast of the CAP. Therefore, the project is consistent with CAP growth assumptions for transportation emissions in the CAP and is eligible to claim consistency with CAP transportation forecasts.*

City of Sunnyvale

Attachment 1: Climate Action Plan CEQA Checklist

Section 2: Consistency with CAP Measures

The CAP provides measures that achieve a 15% reduction below 2008 emissions levels by 2020. Each of the measures contains a bulleted list of action items/project standards that help projects achieve that goal. Projects that wish to demonstrate consistency with the CAP must demonstrate consistency with all applicable measures and action items/project standards from the CAP. Consistency with all applicable measures should be cited as evidence to support tiering from the CAP.

2A. Using the action items/project standards identified on the following pages, identify all measures and action items/project standards that are applicable to the project. Identify applicability and project compliance with each action item/project standard.

If a project demonstrates all applicable mandatory standards, the project is eligible to claim consistency with CAP measures and is eligible for CAP streamlining.

If a project does not integrate all applicable mandatory standards, the project is ineligible to claim consistency with CAP measures and is not eligible for CAP streamlining.

Additional voluntary measures may also be recommended. Projects inconsistent with growth forecasts should consider integrating all feasible voluntary and mandatory CAP measures.

Standards for Climate Action Plan Consistency/Private Development

(Includes Near-Term Action Items and Action Items Already Implemented by the City)

Applicable? (Yes or No)	Measure	Action Item/Project Standard	Describe whether standards are applicable and how the project demonstrates consistency with applicable standards
	OS-2	Provide availability and access to outdoor space for recreation or social purposes, including access to public open spaces on privately owned property such as retail shopping centers	
	OS-3.1	Continue to implement the City's Tree Preservation requirements.	
	EC-2.2	Continue to require energy-efficient siting of buildings. Buildings should be oriented and landscape material should be selected to provide maximum energy efficiency for the buildings	
	WC-2.3	Require new open space and street trees to be drought-tolerant	

City of Sunnyvale

Attachment 1: Climate Action Plan CEQA Checklist

	LW-2.1	Require multi-family homes to participate in the City's Multi-family Recycling Program	
	LW-2.2	Select materials to be targeted for diversion methods, services or technologies based on the results of the Zero Waste Strategic Plan	
	CA-1.7	Actively promote the use of alternative modes of transportation as safe modes of travel. When applicable, promote viable programs sponsored by 511.org, the BAAQMD and other recognized agencies on the City's website and publications	
	CTO-1.1	Incorporate the provisions of AB 1358, the California Complete Streets Act of 2008, into roadway design, construction and maintenance activities	
	CTO-1.2	Implement the street space allocation policy (RTC 8-085, April 28, 2009) in coordination with road reconstruction or resurfacing projects to provide road configurations that accommodate all travel modes.	
	CTO-1.3	Require new development to provide cross-parcel access and linkages from the development entrance to the public sidewalk system, transit stops, nearby employment and shopping centers, schools, parks and other parcels for ease of pedestrian and cyclist access	
	CTO-1.4	Improve pedestrian safety and comfort through design elements such as landscaped medians, pedestrian-level amenities, sidewalk improvements and compliance with ADA design standards, particularly for areas serving high volumes of traffic.	
	CTO-1.5	Improve bicycle facilities and perceptions of comfort through pavement marking/coloring, physical separation, specialized signs and markings and other design elements.	

City of Sunnyvale

Attachment 1: Climate Action Plan CEQA Checklist

	CTO-1.6	Require sidewalks to be a minimum of 6 feet wide in order to allow side-by-side walking at identified locations that currently serve high pedestrian traffic volumes or locations planned to serve high volumes of pedestrian traffic.	
	CTO-2.1	Require public areas and new development to provide bicycle parking consistent with the VTA Bicycle Technical Guidelines, as amended.	
	CTO-3.1	Continue sponsoring projects to provide transit rider amenities at bus stops and rail stations.	
	CTO-4.1	Require existing and future major employers to utilize a variety of transportation demand management measures such as flexible work schedules, telecommuting, guaranteed rides home, low or no cost transit passes, parking “cash-out” incentives and other programs that provide employees with alternatives to single-occupant commutes.	
	EP-2.3	Prevent buildings and additions from shading more than 10% of roofs of other structures.	
	EP-2.3	Continue to allow and encourage solar facilities above paved parking areas.	
	OR-1.3	In project review, encourage the replacement of high-maintenance landscapes (like grass turf) with native vegetation to reduce the need for gas-powered lawn and garden equipment.	
	OR-2.1	Idling times will be minimized either by shutting equipment off when not in use or reducing the maximum idling time to five minutes (as required by the California toxics control measure Title 13, Section 2485 of California Code of Regulations [CCR]) or less. Clear signage will be provided at all access points to remind construction workers of idling restrictions.	

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Attachment 1: Climate Action Plan CEQA Checklist

	OR-2.2	Construction equipment must be maintained per manufacturer's specifications	
	OR-2.3	Planning and Building staff will work with project applicants from construction equipment by selecting one of the following measures, at a minimum, as appropriate to the construction project:	
		a. Substitute electrified or hybrid equipment for diesel and gasoline powered equipment where practical	
		b. Use alternatively fueled construction equipment on-site, where feasible, such as compressed natural gas (CNG), liquefied natural gas (LNG), propane or biodiesel.	
		c. Avoid the use of on-site generators by connecting to grid electricity or utilizing solar-powered equipment.	
		d. Limit heavy-duty equipment idling time to a period of three minutes or less, exceeding CARB regulation minimum requirements of five minutes.	

City of Sunnyvale

Attachment 1: Climate Action Plan CEQA Checklist

Section 3: Minimum Recommended Content for Environmental Analysis

Projects demonstrating consistency with the CAP should use the following table as a guide for preparation of environmental analysis. As appropriate, information on the preceding pages should be used to support the analysis:

	Greenhouse gas analysis topic	Minimum recommended content
1	Existing Settings	General - GHG emissions and effects of global climate change
2	Existing Settings	State - statewide inventory and forecasts
3	Existing Settings	Local - Summary of CAP inventory and forecasts
4	Regulatory Framework	Federal - Brief overview of context
5	Regulatory Framework	State - CEQA Guidelines Section 15183.5 Tiering and Streamlining Analysis of GHGs - Summary of the streamlining provisions and whether they apply to the project, focusing on project components that aren't otherwise covered by streamlining
6	Regulatory Framework	State - regulations quantified and addressed in the CAP, including EO-S-3-05, AB 32, Climate Change Scoping Plan, Renewable Portfolios Standard (Senate Bill 1078, Governor's Order S-14-08, and California Renewable Portfolio Standards), Sustainable Communities Strategy, and California Building Energy Efficiency Standards
7	Regulatory Framework	Local – Bay Area Air Quality Management District
8	Regulatory Framework	Local - CAP, brief summary
9	Standards of Significance	CEQA Guidelines, Appendix G Standards
10	Standards of Significance	CEQA Guidelines Section 15183.5 Tiering and Streamlining Analysis of GHGs
11	Standards of Significance	CAP and supplemental EIR guidance
12	Impacts	Identify findings of CAP supplemental EIR
13	Impacts	Finding: Provide findings of significance, streamlining by focusing on findings of CAP supplemental EIR.

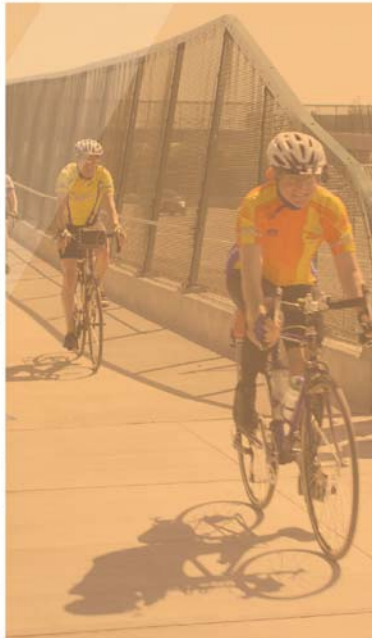
City of Sunnyvale

Attachment 1: Climate Action Plan CEQA Checklist

	Greenhouse gas analysis topic	Minimum recommended content
14	Impacts	<p>Projects that are consistent with CAP forecasts and measures should demonstrate the following:</p> <ul style="list-style-type: none"> -Consistency with assumptions of CAP forecast, using tables and information from this guide -Incorporation of all applicable CAP measures as mitigations or as part of the project description -CAP finding that all such measures, on a citywide basis, lead to a less than significant impact
15	Impacts	<p>Projects that are inconsistent with either CAP forecasts or CAP measures are not eligible for streamlining. While such projects may still incorporate elements identified above, they should also incorporate project-level GHG emissions modeling.</p>

CITY OF SUNNYVALE

Climate Action Plan



Work
Plan
2020

FINAL DRAFT

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Attachment

CAP Work Plan 2020 Implementation Matrix

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I. Introduction

In May 2014, the Sunnyvale City Council adopted the Climate Action Plan (CAP), which establishes the path to significant greenhouse gas reductions from the Sunnyvale community and provides a framework for responding to the effects of climate change. This work plan operationalizes the Implementation Program included as Chapter 5 of the adopted Climate Action Plan. The scope of this work plan includes activities targeted for implementation in the “near” and “mid” terms, which in their aggregate are aimed to achieve the 2020 greenhouse gas reduction target.

II. Monitoring and Reporting

PROGRAM MONITORING

The Environmental Services Department will lead monitoring and tracking of the CAP, coordinating and supporting the reporting of various departments. The City is contracting with PMC Consultants, the same firm that developed the CAP, to develop a tracking tool for Sunnyvale. The Tracking Tool will aggregate performance indicators, such as community electricity usage, to evaluate performance of the plan. The Tracking Tool will also document programmatic outcomes, such as number of trees planted, square feet of green building space constructed, participation in energy audits or energy efficiency programs, and percent of homes participating in renewables energy program offerings.

PROGRAM REPORTING

The City will prepare and provide biennial monitoring and implementation reports. These reports will be timed to coincide with Earth Day in 2016, 2018, and 2020. The biennial report will include updates on the following:

- Emissions reductions using direct indicators such as per capita electricity use and vehicle miles traveled (VMT) as well as the performance metrics identified in the CAP implementation program;
- Status of CAP GHG emission reduction measures and actions (e.g., policies implemented, actions completed, and participation information);
- Work plan for the following two-year cycle; and
- Update on funding sources.

IMPLEMENTATION MEASURE 1: MONITORING AND TRACKING SYSTEM

- Action 1.1 Provide support to City staff to facilitate implementation of measures and actions.
- Action 1.2 Prepare a biennial progress report for review and consideration by the City Council, Planning Commission, Sustainability Commission, and other applicable advisory bodies. First progress report is scheduled for April 2016.
- Action 1.3 Work with PMC Consultants to develop and utilize a monitoring and reporting tool to assist with biennial reports. Monitor and track progress on a regular basis throughout the year.
- Action 1.4 Identify key staff responsible for reporting and monitoring.
- Action 1.5 Integrate the results of regular monitoring and reporting into the community conditions indicator report that is presented annually with the City budget.

III. Updating the Plan

As the City reports on progress implementing the CAP, staff will evaluate the effectiveness of each measure to ensure that the anticipated GHG reductions are occurring. In the event that the GHG reductions do not occur as expected, the City will be able to adjust and add further policies to the CAP to ensure the City meets the 2020 reduction target. These reporting intervals will also serve as opportunities to realign work plans based on implementation results or policy study findings.

The City will update the greenhouse gas emissions inventory at a minimum of every five years, with the first update to occur no later than 2015 to be included with the first biennial report in 2016. While emission indicators and program parameters can be collected and compiled every two years, a complete update of the GHG inventory is more involved, and best practices and tools available for such work are evolving. The City may update the inventory more frequently if practical. The City will also track new and emerging technology, programs, and policies that effectively reduce GHG emissions, and will evaluate their incorporation into the CAP at the appropriate reporting and update interval.

Revisions to CAP reduction measures can be proposed by community members, City staff, City Council, or related commissions. Proposed CAP changes will follow the biennial reporting process, whereby staff would a follow-up report for City Council consideration which would identify the following:

- Evaluation of the impact of proposed changes on GHG reductions, CAP goals, and program resources;
- Recommendations to incorporate proposed changes into the CAP Work Plan based on benefit and feasibility.
- Possible metrics for quantifying and monitoring the proposed changes;
- Prepared Study Issue paper if ranking in the next Study Issue process is required.

Based on the evaluation report, the City Council can determine and take action to adopt, drop, or study the proposed modifications. Some modifications may require CEQA analysis. Proposed modifications would first be considered by the related commissions and then by the City Council.

IMPLEMENTATION MEASURE 2: UPDATE GHG INVENTORY AND PLAN

- Action 2.1 Inventory GHG emissions no later than 2015 with most recent data available and update at minimum of every five years.
- Action 2.2 Update the Climate Action Plan to incorporate new technology, programs, and policies to reduce GHG emissions.
- Action 2.3 Consider updating and amending the Plan, as necessary, should the City find that the specific reduction measures are not meeting the intended GHG reductions.

IV. Collaborative Partnerships

IMPLEMENTATION MEASURE 3: COLLABORATIVE PARTNERSHIPS

Continue to leverage existing partnerships and develop new partnerships that support implementation of the Climate Action Plan. This includes:

- Membership and participation in local and regional organizations
- Partnerships with neighboring jurisdictions on projects of mutual benefit

- Partnerships with local schools, faith based organizations, and community organizations that can serve as important conduits into the community to assist with public education and engagement.

Action 3.1 Continue formal memberships and participation in local and regional organizations that provide tools and support for energy efficiency, energy conservation, greenhouse gas emissions reductions, adaptation, education, and implementation of this Plan.

Action 3.2 Continue to engage, coordinate, and partner with regional program providers, neighboring jurisdictions, and local community organizations to deliver energy efficiency, energy conservation, greenhouse gas emissions reductions, adaptation, education programs identified in this Plan.

V. Funding Strategies

For the near and mid-term actions staff has worked to identify the appropriate funding source for each of reduction measure and activity. In some cases, full implementation will be preceded by a formal Study Issue which will include a more specific and timely scoping of the measure, evaluation of approach, and analysis of costs and impacts. In those cases, and if known, the cost to conduct the Study Issue is included in the estimated cost range or identified as absorbed with the responsible department's budget, and the source of funding is identified.

SOURCES OF FUNDS

The City has limited options with respect to local funding for CAP reduction measure implementation, which include the City's General Fund or several enterprise funds.

The General Fund is the City's major operating fund that accounts for all financial resources necessary to carry out basic government activities such as public safety, street maintenance, libraries and parks and open space maintenance.

Enterprise Funds are used to account for programs and activities that are either fully or partially self-supporting by way of user charges and fees for service. Enterprise Funds that are identified as funding specific reduction strategy implementing include:

- Water Supply and Distribution Fund
- Wastewater Management Fund
- Solid Waste Management Fund
- Development Enterprise Fund

For each of the CAP reduction measures, staff aligned the reduction measure implementation with the most appropriate source of funding available for implementation.

Department Budgets

Where implementation was initiated early and is already underway, or where implementation costs are considered nominal and department has capacity, implementation of some of the reduction measures will be absorbed within the responsible departments operating or projects budget.

GRANTS AND LEVERAGED RESOURCES

Cap and Trade Auction Proceeds

In 2012, the Legislature and Governor Brown established the Greenhouse Gas Reduction Fund to receive proceeds from California's cap-and-trade auctions and to provide the framework for how the auction proceeds will be administered. A three-year investment plan, developed by the California Department of Finance, ensures that the Cap and Trade proceeds reduce GHG emissions while maximizing job creation, public health and other co-benefits, and direct investment toward the most disadvantaged communities and households in the state. For 2014-2015, the legislature has budgeted \$832M to various State agencies for program implementation in the following categories:

- Sustainable Communities and Clean Transportation
- Energy Efficiency and Clean Energy
- Natural Resources and Waste Diversion

The following is an excerpt from the Cap and Trade Expenditure Plan section of the California State Budget 2014-2015:

The Budget provides \$832 million of Cap and Trade proceeds to support existing and pilot programs that will reduce GHG emissions and meet SB 535 goals (see Figure CAP-01). This expenditure plan will reduce emissions by modernizing the state's rail system including high-speed rail and public transit, encouraging local communities to develop in a sustainable manner with an emphasis on public transportation and affordable housing, increasing energy, water, and agricultural efficiency, restoring forests in both urban and rural settings, and creating incentives for additional recycling. The Budget permanently allocates 60 percent of future auction proceeds to public transit, affordable housing, sustainable communities, and high-speed rail. The remaining proceeds will be allocated in future budgets.

Figure CAP-01
Cap and Trade Expenditure Plan
(Dollars in Millions)

Investment Category	Department	Program	2014-15	Ongoing
Sustainable Communities and Clean Transportation	High-Speed Rail Authority	High-Speed Rail Project	\$250	25 percent
	State Transit Assistance	Low Carbon Transit Operations Program	\$25	
	Caltrans	Transit and Intercity Rail Capital Program	\$25	35 percent
	Strategic Growth Council	Affordable Housing and Sustainable Communities Program	\$130	
	Air Resources Board	Low Carbon Transportation	\$200	Annual Appropriations
Energy Efficiency and Clean Energy*	Department of Community Services and Development	Energy Efficiency Upgrades/Weatherization	\$75	Annual Appropriations
	Energy Commission	Energy Efficiency for Public Buildings	\$20	
	Department of Food and Agriculture	Agricultural Energy and Operational Efficiency	\$15	
Natural Resources and Waste Diversion	Department of Fish and Wildlife	Wetlands and Watershed Restoration	\$25	Annual Appropriations
	Department of Forestry and Fire Protection	Fire Prevention and Urban Forestry Projects	\$42	
	Cal Recycle	Waste Diversion	\$25	
Total			\$832	

* Emergency drought legislation enacted in February 2014 included \$40 million of Cap and Trade funds for water use efficiency projects.

Other Grant Opportunities

In addition to California's Cap and Trade Auction proceeds, there are other funding opportunities that may be well aligned with CAP implementation activities including the state grants, federal grants, national foundation grants, and others. The following list highlights some of the grant opportunities that could be pursued to fund CAP Implementation.

Table 1. Grant Funding Opportunities

Resource Area	Grant Program and Funding Agency
Energy	<p>California Energy Commission</p> <ul style="list-style-type: none"> ■ Electric Program Investment Charge Program ■ Natural Gas Research and Demonstration Program <p>The vast majority of the funds are used to develop new clean technologies and for demonstration projects (e.g., microgrids, local scale renewable generation)</p>
Water Resource Management and Water Conservation	<p>Department of Water Resources</p> <ul style="list-style-type: none"> ■ Integrated Regional Water Management Grant Program provides funding for projects that assist local public agencies meet long term water needs of the state including the delivery of safe drinking water and the protection of water quality and the environment. These projects should also have co-benefits that address climate change mitigation and climate change adaptation.
Climate Studies	<p>Ocean Protection Council, Coastal Commission, and Coastal Conservancy</p> <ul style="list-style-type: none"> ■ \$4.5 M for local governments to conduct climate studies
Transportation	<p>Metropolitan Transportation Commission</p> <ul style="list-style-type: none"> ■ One Bay Area Grant Program which receives federal funding for local programming through the State from federal surface transportation legislation. This includes Surface Transportation Program (STP), Congestion Mitigation and Air Quality Improvement (CMAQ) and Transportation Alternatives (TA) Program funds. Project types include: <ul style="list-style-type: none"> - Local Streets and Roads Preservation - Bicycle and Pedestrian Improvements - Transportation for Livable Communities - Safe Routes to School - Priority Conservation Areas - CMA Planning Activities
Sustainable Communities	<p>Strategic Growth Council:</p> <ul style="list-style-type: none"> ■ Urban Greening Grant Program ■ Sustainable Communities Planning Grants and Incentives <p>Air Resources Control Board:</p> <ul style="list-style-type: none"> ■ Sustainable Communities research program grants
Emergency Response and Hazard Mitigation	<p>Federal Emergency Management Agency:</p> <p>Several Hazard Mitigation Assistance grant programs that are designed to provide funding to protect life and property from future natural disasters.</p> <ul style="list-style-type: none"> ■ Hazard Mitigation Grant Program (HMGP) assists in implementing long-term hazard mitigation measures following a major disaster.

Resource Area	Grant Program and Funding Agency
	<ul style="list-style-type: none"> ■ Pre-Disaster Mitigation (PDM) provides funds for hazard mitigation planning and projects on an annual basis. ■ Flood Mitigation Assistance (FMA) provides funds for projects to reduce or eliminate risk of flood damage to buildings that are insured under the National Flood Insurance Program (NFIP) on an annual basis.

Staff will actively monitor Cap and Trade and other grant solicitations and pursue grant funding for CAP reduction measure implementation projects that have good alignment with specific funding solicitation goals and objectives with the goal of maximizing external funding for Sunnyvale CAP implementation.

Regional Energy Efficiency Programs

Energy efficiency programming is currently offered through several regional providers including the County of Santa Clara, which administers the Bay Area Regional Energy Network, the Silicon Valley Energy Watch Program, and PG&E. These programs can be leveraged to carry out or complement the CAP's energy efficiency reduction strategies. Staff will continue to work with these, and similar, organizations to maximize participation and benefit for Sunnyvale residents and businesses.

Another potential source of funding and implementation of the CAP's energy efficiency and renewable energy related reduction measures is through participation in a Community Choice Aggregation Program. The City Council has prioritized a Study Issue to evaluate Sunnyvale's participation in a Community Choice Aggregation Program. The scope of the study includes identifying which CAP reduction measures can be funding and implemented by a CAA.

IMPLEMENTATION MEASURE 4: IDENTIFY FUNDING STRATEGIES

- Action 4.1 Identify potential funding for reduction measures as part of biennial reporting.
- Action 4.2 Ensure implementation through the inclusion of emissions reduction and adaptation measures in department budgets, the capital improvement program, and other plans as appropriate.
- Action 4.3 Pursue local, regional, state, and federal grants to assist with potential costs to the City and the community, and support successful implementation of the CAP.

VI. Work Plan Matrix

The Work Plan Matrix provides a detailed view of the implementation schedule for the near and mid-term reduction measures. The Work Plan Matrix contains the reduction measure description and the following information for each reduction measure:

- **Responsible Department:** The City departments that are responsible for implementing and reporting progress on the selected measure. The first department listed is the lead department and is responsible for coordinating with the other departments.
- **Status:** Denotes the implementation status of the measure. Status includes:
 - I = In progress
 - O = On-going
 - N = Not Started

- C = Completed
- J = Just Do It Items (these were measures that were presented in the May staff report as actions that can be initiated by staff as conditions of approval in discretionary projects without further Council consideration if the CAP is adopted.)
- **Cost Range:** These are planning level cost estimates were developed to allow for comparison between measures. These costs are based on the best available information at the time the CAP was developed and are representative in total annual costs by 2020. For measures that will require action in an upcoming Operation or Projects budget process or require a study, a more specific cost estimated will be prepared at that time.

Estimated Cost	Range
\$ 0	Minimal
\$ 1 - \$25,000	Low
\$ 25,000 - \$ 100,000	Low-Medium
\$ 100,000 - \$ 200,000	Medium
\$ 200,000 - \$ 500,000	Medium-High
\$ 500,000 - \$ 1,000,000	High
Over \$ 1 million	Very High

- **Funding Source:** Identifies what City fund or other source will support implementation of the measure.
- **Funding Notes and Assumptions:** Indicates how implementation will be funded. Options include:
 - Absorbed within existing department budget and resources
 - Operating Budget Proposal
 - Projects Budget Proposal
 - Potential for external funding through grants or partnerships
- **Implementation Year:** Shows the year in which implementation of the measure is scheduled to begin.
- **GHG Metric:** The performance indicators and implementation targets of a reduction measure. The target metric represents the implementation goal that was used to estimate the effectiveness of the measure and resulting GHG reductions in metric tons of CO₂ equivalent (MTCO_{2e}).
- **GHG Reduction:** The estimated GHG reduction benefit resulting from successful implementation of the measure. The methodology for determining the GHG reduction benefit from each measure is detailed in the GHG technical Appendix B of the CAP, which summarizes the sources and assumptions used to estimate the GHG reductions from each measure.

Measure ID	Activity ID	Activity Description	Dept (Lead listed first)	Status	Remaining Steps	Cost Range	Funding Source	Funding Status	2014	2015	2016	2017	2018	2019	2020	GHG Metric 2020	2020 GHG Reduction MTCO2e
OS-2	OS-2	Provide availability and access to outdoor space for recreation or social purposes, including access to public open spaces on privately owned property such as retail shopping centers.	CDD	O	May also require zoning code amendments for non-residential uses	Minimal	Development Enterprise Fund	Already budgeted.		●	●	●	●	●	●	Supportive Measure	Supportive Measure
OS-3	OS-3.1	Continue to implement the City's Tree Preservation requirements.	CDD	O	Complete, implementation ongoing	Medium	Development Enterprise Fund	Already budgeted.	●	●	●	●	●	●	●	7,400 trees planted	290
OS-3	OS-3.2	Develop and implement canopy coverage requirements for City-owned parking lots, with exceptions for solar installations.	PW	O	Urban Forestry Management Plan addresses canopy coverage in private parking lots and includes monitoring of canopy cover in parking lots subject to the City's parking lot shading standards. Developing standards for public parking lots may be reviewed as part of study to revise Municipal Code requirements related to City trees.	Medium	General Fund	Already budgeted.	●	●	●	●	●	●	●		
OS-3	OS-3.3	Promote tree planting on private property through incentive and support programs.	CDD	N	Study needed to develop incentive program. Currently promote parking lot shading requirement. Will be balanced and prioritized with other non-CAP related work.	Medium	Development Enterprise Fund/General Fund	Already budgeted (Planning staff time for studies).			●	●	●	●	●		
OS-3	OS-3.4	Expand existing park, open space, and boulevard tree inventory through the replacement of trees with a greater number of trees when trees are removed due to disease, park development, or other reasons.	PW	O	Consolidated General Plan and the Urban Forestry Management Plan address tree replacement.	Medium	General Fund	Already budgeted.	●	●	●	●	●	●	●		
OS-3	OS-3.5	Clarify codes and policies to maximize the preservation of the largest longest-living trees, and ensure the expansion of the urban forest over time as appropriate for the site.	PW	O	City Municipal Code already addresses this. Can be strengthened and could be done as part of study of municipal codes requirements related to City Trees per OS-3.2.	Medium	General Fund	Already budgeted.	●	●	●	●	●	●	●		
EC-1	EC-1.1	Replace City-owned streetlights and park and parking lot lighting with energy-efficient lighting such as light-emitting diode (LED) or induction lights as technology becomes more affordable and when return on investment is less than five years.	PW	O	A pilot study is currently in progress to retrofit all remaining city-owned street lights. New lights due to private development and City projects are LED. Continue to seek grants or partner funding. Current estimates are approximately a 7 to 9 year pay back. Will continue to monitor costs and consider implementation when ROI is less than 5 years, when grant funding is available, or as directed by City Council.	Very High	General Fund Grants Private development funded	Partially funded in Projects Budget for City projects with new lights. Continue to pursue grants or partner funding.	●	●	●	●	●	●	●	75% Streetlights retrofit to LED	220
EC-1	EC-1.2	Participate in an illumination bank that provides loans for upfront cost of energy-efficient lighting technologies to be paid back over three to seven years.	PW/FIN	N	Need to research illumination bank availability, services, and requirements to determine feasibility for City.	Unknown	General Fund	Research can be absorbed by existing staff and will determine future funding needs.			●						
EC-1	EC-1.3	Require new private parking lot lighting to use energy efficient lighting technologies.	CDD	O	Currently as COA for discretionary projects. Title 24 requires this already.	Minimal	Development Enterprise Fund	Already budgeted.	●	●	●	●	●	●	●		

Measure ID	Activity ID	Activity Description	Dept (Lead listed first)	Status	Remaining Steps	Cost Range	Funding Source	Funding Status	2014	2015	2016	2017	2018	2019	2020	GHG Metric 2020	2020 GHG Reduction MTCO2e
EC-2	EC-2.1	Evaluate and update the 2009 Zoning Code for Green Buildings for single-family, multi -family, and non-residential building construction and major remodels every three to five years.	CDD	O	In Process. We are on third update to Green Building Code. Ongoing updates as directed by Council.	Low	Development Enterprise Fund/General Fund	Already budgeted.	●			●			●	Compliance with Green Building Ordinance and CalGreen	4,440
EC-2	EC-2.2	Continue to require energy efficient siting of buildings. Buildings should be oriented and landscape material should be selected to provide maximum energy efficiency for the buildings.	CDD	O	Citywide Design Guidelines include a site design guidelines to consider energy efficiency in the siting of buildings (1. B15). To strengthen CAP measure would require study issue to evaluate codes and design guidelines. Provide training, Create handouts.	Low	Development Enterprise Fund	Already budgeted.	●	●	●	●	●	●	●		
EC-2	EC-2.3	Continue to provide incentives for new construction and remodels to adhere to a higher green building standard than required by the City.	CDD	O	Ongoing when projects apply for high FAR. Green Building Code	Low	Development Enterprise Fund	Already budgeted.	●	●	●	●	●	●	●		
EC-3	EC-3.1 <i>Proposed</i>	<i>Establish a residential energy conservation program that encourages or incentivizes homeowners to perform energy and water audits, with an emphasis on leveraging homeowner decision-making during home sale, purchase, and remodel.</i>	ESD	N	Benchmark efforts in other areas. Engage key stakeholders to discuss collaboration and partnership opportunities.	Medium-High	General Fund	Projects Budget Proposal for program implementation.		●	●	●	●	●	●	TBD	TBD
EC-3	EC-3.2	Participate in a Property Assessed Clean Energy (PACE) or similar financing program to offer low-interest loans to residents for energy-efficiency upgrades.	ESD	I	CA First Rolling out program in Sunnyvale beginning in Aug '14. Monitor progress and determine if additional outreach or programs are needed.	Low	General Fund	Projects Budget Proposal for additional outreach support.	●	●	●	●	●	●	●	15% participation in PACE	4,160
EC-3	EC-3.3	Prioritize non-general funds to assist low-income home owners achieve energy efficient improvements. Program annual Community Development Block Grant (CDBG) funds to fund weatherization programs.	Housing	O	Have funding, but challenge with finding eligible participants.	Medium-High	CDBG Funds	Already budgeted.	●	●	●	●	●	●	●		
EC-4	EC-4.1	Consistent with California AB 1103, require all nonresidential building owners to disclose building energy consumption and building energy ratings upon sale or lease of building.	ESD/CDD	C	AB 1103 (energy disclosure and benchmarking law) is in effect as of Jan 1, 2014. See ab1103.com for implementation schedule. Need to review requirements and connect/link with PACE financing or other incentives.	Low	General Fund	Projects Budget Proposal for additional outreach support.	●	●	●	●	●	●	●	10% participation in PACE	47,900
EC-4	EC-4.2	Participate in a Property Assessed Clean Energy (PACE) or similar financing program to offer low-interest loans to businesses for energy efficiency upgrades.	ESD	I	CA First Rolling out program in Sunnyvale beginning in Aug '14. Monitor progress and determine if additional outreach or programs are needed.	Low	General Fund	Projects Budget Proposal for additional outreach support.	●	●	●	●	●	●	●		
EC-4	EC-4.3	Create an ordinance to facilitate energy efficiency improvements in non-residential buildings through incentives and regulations that may include energy performance reports, time of sale upgrades, and/or innovative partnerships to reduce energy use.	CDD	N	Included in parts of Green Building code. Addresses existing buildings not new construction. Will require study Issue to expand beyond Green Building code. Consider for study issue in 2015.	High	Development Enterprise Fund General Fund	Already budgeted.				●	●	●	●		

Measure ID	Activity ID	Activity Description	Dept (Lead listed first)	Status	Remaining Steps	Cost Range	Funding Source	Funding Status	2014	2015	2016	2017	2018	2019	2020	GHG Metric 2020	2020 GHG Reduction MTCO2e
EC-4	EC-4.4	Identify businesses that are likely to be the largest consumers of energy within the city and target City outreach to these businesses.	OCM/ESD/CDD	N	Provide information. Create information program. Coordinate with Economic Development.	Low	General Fund	Projects Budget Proposal.				●					
EC-5	EC-5.1	Require new construction and major remodels to install interior real-time energy monitors.	CDD	N	This is not currently part of the California or Sunnyvale green building codes. Can determine if study issue needed for 2016-2019. Codes may require this by then. Assumes minimal staff time to outreach to businesses. An outreach measure to educate about CAP and programs available to encourage reduction in energy costs.	Low	Development Enterprise Fund	Already budgeted (Planning staff time for studies).				●	●	●	●	50% existing and 75% of new homes; 50% existing and 75% new businesses participate in a monitoring program	10,300
EC-5	EC-5.2	Connect businesses and residents with rebate programs that give priority to appliances with smart grid technology.	ESD	N	Need to research programs and work with PGE, Silicon Valley Energy Watch, and County to develop program.	Medium-High	General Fund Grant Regional Program	Projects Budget Proposal, if needed.						●	●		
EC-5	EC-5.3	Inform the community of metering options, such as online applications and in-home monitors.	ESD	N	Research applications and monitoring programs. Develop outreach materials. Check in with Mountain View on their program. May include as part of Georgetown University Energy Prize Challenge	Medium	General Fund Grant Regional Program	Projects Budget Proposal, if needed.			●	●	●	●			
EC-6	EC-6.2	Require new multi-family buildings and re-roofing projects to install 'cool roofs' consistent with the current California Green Building Code (CalGreen) standards for commercial and industrial buildings.	CDD	O	This is already a requirement for multi-family projects. A Study Issue would be required to establish for single-family to review different aesthetic standards for residential roofs.	Low	Development Enterprise Fund	Already budgeted.	●	●	●	●	●	●	●	15% of all new parking lots, crosswalks, and sidewalks are made of high albedo content	470
EP-1	EP-1.1	Create a Community Choice Aggregation (CCA) program for the City of Sunnyvale in order for the City to take control of power generation for its residents and businesses.	ESD	O	Current Study Issue.	Medium-High	General Fund Partner Funding	Projects Budget Proposal.	●	●	●					60% "light green" participants 20% "dark green" participants "Light green" option delivers 50% renewable energy "Dark green" option delivers 100% renewable energy	233,400
EP-2	EP-2.1	Require new homes and businesses and major remodels to be “solar ready” by pre-wiring for solar water heating and solar electricity.	CDD	N	There is currently no code requirement for pre-wiring. The current building code addresses reserving "solar ready area" on roof tops of some projects such as single family projects of 10 or more units and low rise apartments of 10 or fewer stories. Study to be coordinated with Green Building Update 2017.	Low	Development Enterprise Fund	Already budgeted.				●	●	●	●	15% residential participation rate 10% non-residential participation rate	20,980
EP-2	EP-2.2	Participate in a Property Assessed Clean Energy (PACE) or similar financing program to offer low-interest loans to residents and businesses for renewable energy installations.	ESD	O	CA First Rolling out program in Sunnyvale beginning in Aug '14. Solar Road Map and CASE-SV effort underway Monitor progress and determine if additional outreach or programs are needed.	Low	General Fund Grant Regional Program	Projects Budget Proposal if additional outreach is needed.	●	●	●	●	●	●	●		

Measure ID	Activity ID	Activity Description	Dept (Lead listed first)	Status	Remaining Steps	Cost Range	Funding Source	Funding Status	2014	2015	2016	2017	2018	2019	2020	GHG Metric 2020	2020 GHG Reduction MTCO2e
EP-2	EP-2.3	Prevent buildings and additions from shading more than 10% of roofs of other structures.	CDD	O	This is already a code requirement.	Low	Development Enterprise Fund	Already budgeted.	●	●	●	●	●	●	●		
EP-2	EP-2.4	Continue to allow and encourage solar facilities above paved parking areas.	CDD	O	Current code allows for this.	Low	Development Enterprise Fund	Already budgeted.	●	●	●	●	●	●	●		
EP-2	EP-2.5	Maintain incentives for alternative energy installations in new and existing development, including solar and small-scale wind turbines.	CDD	O	Current code provides an FAR incentive.	Low	Development Enterprise Fund	Already budgeted.	●	●	●	●	●	●	●		
EP-2	EP-2.6	Advocate for the development of a regional or statewide feed-in tariff that further encourages the development of mid-sized renewable energy installations.	ESD	I	Monitor legislative and CPUC rule making processes and engage as appropriate.	Low	General Fund	Projects Budget proposal to align funding.	●	●	●	●	●	●	●		
WC-2	WC-2.1	Require new development to reduce potable indoor water consumption by 30% (Tier 1 CALGreen) and outdoor landscaping water use by 40%.	CDD/ESD	N	Study, to be coordinated with Green Building Update 2017.The City chose to use Build It Green instead of Tier 1 CalGreen in Sunnyvale's green building program. Will need to evaluate the % reduction from Build It Green to determine if it reaches the 30% reduction in potable indoor water consumption same as Tier 1 Cal Green. May require a study if City chooses to change our green building code. Our WELO landscaping code gets us to about a 20% reduction in new projects based on the state program it was based on so a study is needed to see how a higher percent can be reached. Developers can also voluntarily choose some landscape points under Build it Green but again we need to evaluate if it gets us to 40% reduction when used voluntarily.	Low	Development Enterprise Fund	Already budgeted.				●	●	●	●	Gallons per capita per day (gpcpd) water consumption	750
WC-2	WC-2.2	Revise development standards to ensure the use of greywater, recycled water, and rainwater catchment systems is allowed in all zones.	CDD/ESD	N	Requires a Study. CDD has setback and height standards for accessory structures in all zones. The zoning code does not specifically address any water quality or safety standards for dealing with water that is reclaimed or reused on site. Additional standards specific to these systems may need to be identified be studied for possible adoption.	Low	Development Enterprise Fund	Already budgeted.			●	●	●	●	●		
WC-2	WC-2.3	Require new open space and street trees to be drought tolerant.	PW	C	Recently adopted Urban Forestry Management Plan addresses this and requires low-water use trees.	Low	General Fund	Already budgeted.	●	●	●	●	●	●	●		
WC-2	WC-2.4	Implement the City’s Urban Water Management Plan to facilitate a 20% reduction in per capita water use by 2020.	ESD	O	The UWMP has been adopted. Implement Plan.	Low	Water Supply and Distribution System Fund	Already budgeted.	●	●	●	●	●	●	●		

Measure ID	Activity ID	Activity Description	Dept (Lead listed first)	Status	Remaining Steps	Cost Range	Funding Source	Funding Status	2014	2015	2016	2017	2018	2019	2020	GHG Metric 2020	2020 GHG Reduction MTCO2e
LW-1	LW-1.1	Reduce the use of plastic bags at grocery stores and convenience stores in the community through incentives or requirements.	ESD	C	Ordinance is currently in place.	Low-Medium	Solid Waste Management Fund	Already budgeted.	●	●	●	●	●	●	●	Supportive Measure	Supportive Measure
LW-1	LW-1.2	Ban the sale or dispersal of disposable, single use plastic water bottles at public events permitted by the City. Was oroginally identified as a long-term measure and have accelerated conduct study in 2019.	ESD	N	Study Issue has proposed by Sustainability Commission to ban sale on City property and public events which is broader than a ban at City permitted events.	Low-Medium	Solid Waste Management Fund	Study Issue to determine implementation costs.						●	●	Supportive Measure	Supportive Measure Only
LW-1	LW-1.3	Ban the use of expanded polystyrene (EPS) take-out containers at restaurants and fast food facilities.	ESD	C	Council adopted ordinance in 2013 to ban EPS use by food providers by April 2014 and ban retail sale of EPS food containers by April 2015. Staff is currently doing outreach to affected food providers and stores. This is expected to require \$5000 of the amount remaining in Project #828980. About \$19,000 is expected to be left unspent and returned to the Solid Waste and Sewer funds.	Low-Medium	Solid Waste Management Fund	Already budgeted.	●	●	●	●	●	●	●		
LW-2	LW-2.1	Require multi-family homes to participate in the City's Multi-family Recycling Program	ESD	I	Staff has distributed MFD recycling bags and bins to all properties. Continuing to conduct outreach and work with properties.	Medium	Solid Waste Management Fund	Already budgeted.	●	●	●	●	●	●	●	1.5 lb./day disposal rate	53,960
LW-2	LW-2.2	Select materials to be targeted for diversion and diversion methods, services, or technologies based on the results of the Zero Waste Strategic Plan.	ESD	I	Current (2012) diversion is 65%. On April 23, 2013, Council adopted staff recommendation to target diversion levels of 70% by 2015, 75% by 2020 and 90% by 2030. Staff is currently implementing various measures (see RTC 13-085).	Very High	Solid Waste Management Fund	Some funding already budgeted. Projects Budget Proposal in future years, if needed.	●	●	●	●	●	●	●		
OR-2	OR-2.1	Idling times will 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]), or less. Clear signage will be provided at all access points to remind construction workers of idling restrictions.	CDD/ PW	J	Actions have been added as COAs of discretionary projects through CDD. This does not yet capture PW contractors doing public projects. Gas Leaf Blower Ban (Study Issue) would meet the goal for this measure and possibly offset the lawnmower related goals as well. CDD implemented Water Efficient Landscape Ordinance in 2010. Build It Green points are gained for reduced turf.	Minimal	Development Enterprise Fund for private development.	Projects Budget Proposal , if needed.	●	●	●	●	●	●	●	40% of construction equipment is efficient or alternatively fueled; Local idling restrictions are met 50% of the time	7,400
OR-2	OR-2.2	Construction equipment must be maintained per manufacturer's specifications	CDD	J	Actions have been added as COAs of discretionary projects through CDD. This does not yet capture PW contractors doing public projects.	Minimal	Development Enterprise Fund	Already budgeted.	●	●	●	●	●	●	●		

Measure ID	Activity ID	Activity Description	Dept (Lead listed first)	Status	Remaining Steps	Cost Range	Funding Source	Funding Status	2014	2015	2016	2017	2018	2019	2020	GHG Metric 2020	2020 GHG Reduction MTCO2e
OR-2	OR-2.3	Planning and Building staff will work with project applicants to limit GHG emissions from construction equipment by selecting one of the following measures, at a minimum, as appropriate to the construction project: a. Substitute electrified or hybrid equipment for diesel- and gasoline-powered equipment where practical. b. Use alternatively fueled construction equipment on-site, where feasible, such as compressed natural gas (CNG), liquefied natural gas (LNG), propane, or biodiesel. c. Avoid the use on on-site generators by connecting to grid electricity or utilizing solar-powered equipment. d. Limit heavy-duty equipment idling time to a period of 3 minutes or less, exceeding CARB regulation minimum requirements of 5 minutes.	CDD	J	Actions have been added as COAs of discretionary projects through CDD. This does not yet capture PW contractors doing public projects.	Minimal	Development Enterprise Fund	Operating Budget Proposal, if needed for enforcement.	●	●	●	●	●	●	●		
CA-1	CA-1.1	Create a structure or partner with other groups for volunteers, residents, and other organizations to help achieve Sunnyvale's sustainability goals.	ESD	I	Develop comprehensive CAP Community Engagement Program, identify key outreach strategies including how leverage and use volunteers or other organizations to engage the community.	Medium-High	General Fund	Projects Budget Proposal.	●	●	●	●	●	●	●	Supportive Measure Number of community events related to sustainability	Supportive Measure
CA-1	CA-1.10	Use the City's Sustainability Commission and outreach staff as a structure to coordinate with other groups for volunteers, residents, and other organizations to help achieve Sunnyvale's sustainability goals.	ESD	I	Coordinate with Sustainability Commission	Low	General Fund	Projects Budget Proposal	●	●	●	●	●	●	●		
CA-1	CA-1.11	Actively engage with Sunnyvale businesses to identify areas for GHG reduction and financial savings.	ESD	N	Create Program. Collaborate with Economic Development	Medium-High	General Fund	Projects Budget Proposal.		●	●	●	●	●	●		
CA-1	CA-1.2	Provide regular communication with schools, business, faith groups, community members and neighborhood groups to increase participation in the City's progress toward sustainability.	ESD	I	Expand on existing program and develop and provide information in support of sustainability initiatives.	Medium-High	General Fund	Projects Budget Proposal.	●	●	●	●	●	●	●		
CA-1	CA-1.3	Develop and encourage a mechanism for neighborhoods to share equipment and resources to improve sustainability.	ESD	N	Develop Information Presentation	Medium-High	General Fund	Projects Budget Proposal.		●	●	●	●	●	●		
CA-1	CA-1.4	Provide a toolkit of resources, including web based efficiency calculators, for residents and businesses to analyze their greenhouse gas emissions in comparison to their neighborhood, the city, and the region.	ESD	N	Create Climate Change Web Page with Toolkit	Medium-High	General Fund	Projects Budget Proposal.		●	●	●	●	●	●		
CA-1	CA-1.5	Develop and implement a competitive greenhouse gas reduction program between groups of citizens in the City with an award component.	ESD	N	Create Award Program/Competition	Medium-High	General Fund	Projects Budget Proposal.		●	●	●	●	●	●		
CA-1	CA-1.6	Use sustainability initiatives within City operations to educate the community of ways to achieve sustainability by example.	ESD	N	Create Climate Change Web Page/Quarterly Report	Medium-High	General Fund	Projects Budget Proposal.		●	●	●	●	●	●		

Measure ID	Activity ID	Activity Description	Dept (Lead listed first)	Status	Remaining Steps	Cost Range	Funding Source	Funding Status	2014	2015	2016	2017	2018	2019	2020	GHG Metric 2020	2020 GHG Reduction MTCO2e
CA-1	CA-1.7	Actively promote use of alternative modes of transportation as safe modes of travel. When applicable, promote on the City’s web site and publications about viable programs sponsored by 511, the Air District and other recognized agencies.	ESD DPW	I	Create Climate Change Web Page Quarterly Report	Medium-High	General Fund	Projects Budget Proposal.	●	●	●	●	●	●	●		
CA-1	CA-1.8	Through selected projects and efforts to improve City operations, demonstrate how sustainability efforts are possible and successful.	ESD	N	Create Climate Change Web Page/Quarterly Report	Medium-High	General Fund	Projects Budget Proposal.		●	●	●	●	●	●		
CA-1	CA-1.9	Make comparison an intrinsic part of consumption. Bring awareness of how our consumption compares to other communities, regions, and others in our neighborhood.	ESD	N	Create Climate Change Web Page /Quarterly Report	Medium-High	General Fund	Projects Budget Proposal.		●	●	●	●	●	●		
CA-2	CA-2.1	Recommend and advocate for schools to use the Air District curriculum or other programs for local school teachers to teach children about climate change, greenhouse gas emissions, and local actions.	ESD LCS	I	Create Outreach Program with Schools	Medium	General Fund	Projects Budget Proposal.			●	●	●	●	●	Supportive Measure Number of school outreach events conducted	Supportive Measure
CA-2	CA-2.2	Continue to provide and improve the bicycle driver education program for elementary, middle, and high school students.	DPS	O	Coordinate with DPS to continue Program	Medium	General Fund Grant Funds	Already budgeted.	●	●	●	●	●	●	●		
LUP-1	LUP-1.1	Build and maintain an electronic parking management system for City-owned parking structures in the downtown and consider expanding to other City lots in the downtown and in proximity to other commercial areas.	PW	N	A study would be required to evaluate the costs and benefits of a parking management system. Technically the City does not currently own any downtown parking structures - two are owned by the RDA successor agency, others are privately owned.	Medium	General Fund	Projects Budget Proposal							●	10% reduction in parking provision compared to a parking generation rate \$10 monthly parking cost	4,970
LUP-1	LUP-1.2	Create maximum parking requirements and reduce minimum parking requirements for mixed-use development. Require parking lot sharing for mixed-use or commercial development with complementary hours of operation.	CDD	C	Done with recent parking code adoption. Will be reemphasized with mixed use tool kit.	Low	Development Enterprise Fund	Already budgeted.	●	●	●	●	●	●	●		
LUP-1	LUP-1.3	Implement parking management tools for residential uses such as decreased or flexible standards, unbundled parking and shared parking plans.	CDD	N	Requires a Study.	Low	Development Enterprise Fund	Already budgeted (Planning staff time for studies).						●	●		
LUP-1	LUP-1.5	Retain a residential parking permit program for residential areas adjacent to commercial areas of the City where parking is in higher demand.	PW	O	This is an existing program we plan to continue.	Medium	General Fund	Already budgeted.	●	●	●	●	●	●	●		
LUP-1	LUP-1.6	Designate street parking stalls in the vicinity of key commercial and multi-family residential locations for efficient or alternatively fueled vehicles.	PW/CDD?	N	A study would be needed to determine the location and number of spaces as well as cost for additional signage.	Medium	General Fund	Projects Budget Proposal pending Study Issue.				●	●				
LUP-2	LUP-2.2	Continue to identify underutilized areas that can support higher density housing and mixed-use development.	CDD	O	Incorporate policies into General Plan or area plans such as Lawrence Station Area Plan and Precise Plan for El Camino Real.	Unknown	Development Enterprise Fund	Already budgeted (Planning staff time for studies).	●	●	●	●	●	●	●	15% of new housing units are deed-restricted below market rate	14,010

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LUP-2	LUP-2.1	Continue to plan for most new residential, commercial and industrial developments in specific plan areas, near transit, and close to employment and activity centers.	CDD	O	Changes were recently made to DSP to allow more housing. Studies underway. LSAP. Housing Element. Draft Land Use and Transportation Element.	Unknown	Development Enterprise Fund	Already budgeted (Planning staff time for studies).	●	●	●	●	●	●	●		
LUP-2	LUP-2.3	Facilitate the development of affordable housing near transit.	CDD	O	Utilizing State Density Bonus as incentive for affordable housing in new multi-family development in DSP. LSAP study in progress and Precise Plan for ECR to be updated.	Unknown	Development Enterprise Fund	Already budgeted (Planning staff time for studies).	●	●	●	●	●	●	●		
LUP-2	LUP-2.4	Expand the zoning opportunities for the construction of accessory dwelling units in existing residential neighborhoods near transit as a means to increase affordable housing near transit.	CDD	N	Study required.	Unknown	Development Enterprise Fund	Already budgeted (Planning staff time for studies).			●	●	●	●	●		
LUP-2	LUP-2.5	Continue to allow for the development of live/work spaces in commercial zoning districts and mixed-use residential zoning districts.	CDD	O	Currently evaluated on a case by case basis as part of development review. Determine if this should be strengthened as a Study Issue. Study Issue will be proposed prior to 2016.	Unknown	Development Enterprise Fund	Already budgeted (Planning staff time for studies).	●	●	●	●	●	●	●		
LUP-4	LUP-4.1	Support the retention and expansion of local anchor and growth industries.	OCM/ED	O	Continue efforts.	Unknown	General Fund	Already budgeted.	●	●	●	●	●	●	●	Jobs to housing ratio: 1.5	900
LUP-4	LUP-4.2	Review land use plans and regulations and revise as needed to support additional live/work opportunities and home occupations, provided they are compatible with the existing neighborhood.	CDD	N	Requires a Study Issue. Study Issue to be proposed prior to 2016.	Unknown	Development Enterprise Fund	Already budgeted.					●	●	●		
LUP-5	LUP-5.1	Encourage the establishment and even distribution of neighborhood-serving facilities such as day care providers, banking/ATM locations, markets and drug stores in existing residential, commercial, and industrial areas in order to reduce the need for vehicle trips.	CDD	O	Existing General Plan,MPSP and DSP policies support this. To strengthen would require a Study Issue.	Low	Development Enterprise Fund	Already budgeted.	●	●	●	●	●	●	●	New residential development permits issued; additional commercial and industrial square footage	
LUP-5	LUP-5.2	Require new development to reduce the need for external trips by providing useful services/facilities on-site such as an ATM, vehicle refueling, shopping.	CDD	O	Existing General Plan,MPSP and DSP policies support this. To strengthen would require a Study Issue.	Low	Development Enterprise Fund	Already budgeted.	●	●	●	●	●	●	●		
CTO-1	CTO-1.1	Incorporate the provisions of AB 1358, the California Complete Streets Act of 2008, into all roadway design, construction and maintenance activities.	PW	O	Done. We have adopted a complete streets policy.	Very High	General Fund	Completed. Will be implemented with Project Budgets for future roadway projects.	●	●	●	●	●	●	●	Miles of bike lanes and sidewalks installed	4,070
CTO-1	CTO-1.2	Implement the street space allocation policy in coordination with road reconstruction or resurfacing projects to provide road configurations that accommodate all travel modes.	PW	O	This is current City policy. Some improvements done at time of new development. Striping studies by staff at resurfacing.	Very High	General Fund Developer funded	Already budgeted.	●	●	●	●	●	●	●		

Measure ID	Activity ID	Activity Description	Dept (Lead listed first)	Status	Remaining Steps	Cost Range	Funding Source	Funding Status	2014	2015	2016	2017	2018	2019	2020	GHG Metric 2020	2020 GHG Reduction MTCO2e
CTO-1	CTO-1.3	Require new development to provide cross-parcel access and linkages from the development entrance to the public sidewalk system, transit stops, nearby employment and shopping centers, schools, parks, and other parcels for ease of pedestrian and cyclist access.	CDD/PW	O	The Precise Plan for El Camino Real includes policy to minimize curb cuts and encourage use of shared driveways and pedestrian planning guidelines. Citywide Design Guidelines include policies to strengthen on-site pedestrian connections in new development. Accomplished through project review on case by case basis.	Unknown	Development Enterprise Fund	Already budgeted.	●	●	●	●	●	●	●		
CTO-1	CTO-1.4	Improve pedestrian safety and comfort through design elements such as landscaped medians, pedestrian level amenities, sidewalk improvements, and compliance with Americans with Disabilities Act (ADA) design standards, particularly for areas serving high volumes of traffic	PW	O	City has completed Pedestrian Safety and Opportunity Study. Some implementation is ongoing.	Very High	Private developer funded as new projects occur	Private developer funded as new projects occur.	●	●	●	●	●	●	●		
CTO-1	CTO-1.5	Improve bicycle facilities and perceptions of comfort through pavement marking/coloring, physical separation specialized signs and markings, and other design elements.	PW	I	City has completed Pedestrian Safety and Opportunity Study. Some implementation is ongoing.	Very High	General Fund Grants	Partially funded in Projects Budget. Need additional funding to complete and for maintenance.	●	●	●	●	●	●	●		
CTO-1	CTO-1.6	Require sidewalks to be a minimum of six feet wide in order to allow side by side walking at identified locations that currently serve high pedestrian traffic volumes, or locations planned to serve high pedestrian traffic.	PW	O	New 6 foot DPW Standard in place.	Low	Private development Grants	Private developer funded as new projects occur.	●	●	●	●	●	●	●		
CTO-1	CTO-1.7	Actively promote intermodal linkages to and from regional transit options by establishing or improving well-defined, convenient intermodal hubs in downtown and specific plan areas. Work with city planning and the Valley Transportation Authority (VTA), Peninsula Corridor Joint Powers Board (PCJPB), the Advisory Committee on Accessibility (ACA), and others to establish best places for these locations.	CDD/PW	O	Downtown multi-modal station complete. LSAP in progress. Linkages typically developed and paid for by developers.	Very High	Private development Grants	Already budgeted.	●	●	●	●	●	●	●		
CTO-2	CTO-2.1	Require public areas and new development to provide bicycle parking consistent with the Valley Transportation Authority (VTA) Bicycle Technical Guidelines, as amended.	CDD/PW	O	Bicycle parking requirements are already in the SMC. Standard COAs for new development require adhering to VTA guidelines.	Low	Development Enterprise Fund Private developer funded	Already budgeted.	●	●	●	●	●	●	●	Supportive Measure Number of bicycle support facilities Miles of bikeways	
CTO-2	CTO-2.2	Require secure bicycle parking at public and large private events.	PW	N	This would seem to require a study issue and Council support prior to implementation.	Low-Medium	General Fund Private event sponsors	If adopted by Council based on Study Issue, funding would be borne by event sponsor.					●				
CTO-2	CTO-2.3	Increase awareness of the city's bicycle facilities by updating the city bicycle map to show locations of public and private bicycle parking, creating a web-based application for members of the public to identify locations of private parking, and establishing information kiosks at key city locations to provide maps and highlight alternative modes of transportation.	PW	N	Updating the City's bike map is a funded project in FY 15-16. Creating a web based map would be a new project that is unfunded. A bike facilities map could potentially be accommodated with the GIS update being planned by including a publicly accessible bike layer.	Low-Medium	General Fund Grants	Already budgeted.		●							

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CTO-2	CTO-2.4	Fully fund the City’s bicycle and pedestrian improvement plans for completion by 2035.	PW	I	Some projects already included in Projects Budget and are being implemented. Continue to identify projects and pursue grant and partner funding.	Very High	General Fund Grants Partner funding	Already partially budgeted in Projects Budget.	●	●	●	●	●	●	●		
CTO-3	CTO-3.1	Continue sponsoring projects to provide transit rider amenities at bus stops and rail stations.	PW	O	Already completed Frances Street bus stops, and Caltrain station re-building. Improved access to the north Caltrain platform with two different projects. Participate in the VTA's bus shelter advertising program which provides bus shelters. Require developers to improve bus stops. Shelter program pays City money, one Caltrain platform access paid for by a developer. There are no definitive plans for future improvements. Future investments would be as opportunities arise and would be at the discretion of the City Council. Certain improvements such as shelters should be included in conditions of approval for large development projects. Goals should be evaluated as part of ongoing specific plans for Peery Park, Lawrence Station, and El Camino.	Low	General Fund Grants	Some portions already funded. Seek grants/partnerships for additional actions.	●	●	●	●	●	●	●	80% new development participating in GreenTrip program VTA transit ridership in Sunnyvale	5,920
CTO-3	CTO-3.2	Work with the Valley Transportation Authority and neighboring jurisdictions to provide transit priority signal timing in order to decrease travel time.	PW	I	Coordinate with DPW/Transportation Division. Install equipment on signals and buses. Timing is unknown since VTA would be the project led. Signal priority would be included with El Camino BRT if implemented.	Low	General Fund	Already budgeted.	●	●	●	●	●	●	●		
CTO-3	CTO-3.3	Work with other agencies to provide High Occupancy Toll (HOT) lanes, and support expenditure of HOT lane revenue on projects that reduce vehicle miles traveled in Sunnyvale. Support regional congestion pricing measures.	PW	I	Track and advocate as needed.	Low	General Fund	Already budgeted.	●	●	●	●	●	●	●		
CTO-3	CTO-3.4	Advocate for transit service improvements by area transit providers consistent with established performance standards, with an emphasis on coordinating public transit schedules and connections and for subsidies for a higher level of transit service and/or more transit passes for residents and/or employees.	PW	I	Track and advocate as needed.	Low	General Fund	Already budgeted.	●	●	●	●	●	●	●		
CTO-3	CTO-3.5	Partner with GreenTRIP and other local or regional organizations to implement trip reduction programs in new residential, commercial, and mixed use developments.	PW	I	Create Program/Partnership. Add COA on New Projects.	Low	General Fund Partner Funding	Already budgeted.				●					

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CTO-4	CTO-4.1	Require existing and future major employers to utilize a variety of transportation demand management (TDM) measures such as flexible work schedules, telecommuting, guaranteed rides home, low- or no-cost transit passes, parking "cash-out" incentives, and other programs that provide employees with alternatives to single-occupant commutes.	CDD/PW	O	TDM is a requirement for new employment development. It is programmed and ongoing implementation is done at employers cost. City staff monitor TDM annual reports provided by employers. TDM programs are currently a typical condition of approval on large development projects. A project is underway to better measure program results.	Low-Medium	Development Enterprise Fund	Already budgeted.	●	●	●	●	●	●	●	Participation in commute trip reduction programs	5,420
CTO-4	CTO-4.2	Create a TDM program for City staff to promote alternative transportation modes and carpooling to the greatest extent possible.	PW	N	Would require a new part time TDM coordinator position within PW to implement. A study would be required to evaluate measures and costs for the City.	Low-Medium	General Fund	Projects Budget Proposal.					●				
CTO-4	CTO-4.3	Continue to provide density and other zoning incentives or procedural or financial incentives to developments for establishment of alternative transportation infrastructure within the private as well as adjacent public right-of-way, such as increased bicycle parking, separated sidewalks, bike lanes and signage, and change and shower facilities.	CDD	O	These incentives are already included in CDD codes and policies used for development review.	Low-Medium	Development Enterprise Fund	Absorbed in CDD budget.	●	●	●	●	●	●	●		
CTO-4	CTO-4.4	Explore programs to encourage large employers to hire Sunnyvale residents.	CDD/ED	N	Requires a Study Issue by the Economic Development Division. Study Issue to be proposed prior to 2016.	Low-Medium	Economic Development Budget	Already budgeted (Planning staff time for studies).			●	●	●	●	●		
CTO-5	CTO-5.1	Support the creation of walking school bus programs in coordination with schools and parent organizations.	PW	I/O	Sunnyvale is already partnering with the Santa Clara County Health Department and Sunnyvale School District to promote alternative transportation modes to school. (VERBS Grant)	High	Grant funded	Already budgeted. Continue to pursue grant funding to continue.	●	●	●	●	●	●	●	Commute to school mode share (35% reduction in school commute-related VMT)	1,250
CTO-5	CTO-5.2	Encourage schools to link employees and guardians of students with an online system such as 511.org that provides carpool matching.	PW	I/O	Sunnyvale is currently partnering with the Santa Clara County Health Department and Sunnyvale School District to promote alternative transportation modes to school. (VERBS Grant)	High	Grant funded	Already budgeted. Continue to pursue grant funding to continue.	●	●	●	●	●	●	●		
CTO-5	CTO-5.3	Continue to implement a Safe Routes to School program for increased bicycle and pedestrian safety to and from schools.	PW	I/O	Reduce school VMT 35% by 2020, 50% by 2035.	High	State and Federal grants	Already budgeted. Continue to pursue grant funding to continue.	●	●	●	●	●	●	●		
OVT-1	OVT-1.4	Increase the number of efficient or alternatively fueled vehicles in the City fleet as vehicles are turned over.	PW	O	Fuel efficiency is already a significant factor in selecting new City vehicles; alternative fuels vehicles are higher cost and not typically purchased. Would need to review that purchasing policy.	High	Varies depending on use of vehicles	Additional incremental costs for alternative fuel vehicles not yet budgeted.	●	●	●	●	●	●	●	1,500 NEVs in operation 2,660 new electric vehicle charging stations	7,860

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OVT-3	OVT-3.1	Increase signal coordination as warranted to facilitate traffic flow along arterials and major collectors.	PW	O	This is an ongoing effort as funds permit.	High	General Fund	Already budgeted.	●	●	●	●	●	●	●	40% Reduction in vehicle idling times. Vehicle miles traveled in weekdays	4,110
OVT-3	OVT-3.2	Deploy intelligent transportation systems measures for managing traffic of large-scale construction projects and at major City and private events.	PW	O	Changeable message signs could be used to better direct event traffic to parking similar to current practices at Levis Stadium. Traffic near construction projects could be better managed through specific conditions of approval and/or through the encroachment permit process. Additional study would be needed to better understand costs and opportunities for implementation at City events.	High	General Fund	Partially budgeted.	●	●	●	●	●	●	●		
A-1	A-1.1	Appoint a staff liaison to attend and participate in regional meetings focusing on adaptation and resilience and to report back to staff on a regular basis.	ESD	I	Need to determine appropriate staff to participation and set up mechanism for reporting out for City specific actions and follow-ups.	Minimal	General Fund Grant Fund	Absorbed in existing budget resources.	●	●	●	●	●	●	●		
A-2	A-2.1	Regularly train and inform the Department of Public Safety Office of Emergency Services (OES) on potential climate change risks and hazards.	DPS	N	Present CAP to DPS and discuss opportunities for integrating climate adaption and resiliency into emergency preparedness plans and materials.	Low	General Fund Grant Fund	Absorbed in existing budget resources.		●							
A-2	A-2.2	Update the City Emergency Plan and Emergency Preparedness Workbook to address climate change impacts.	DPS	N	Determine schedule for next update of Plan.	Low	General Fund Grant Fund	Projects Budget Proposal.		●							
A-3	A-3.1	Analyze and disclose possible impacts of climate change on the project or plan area with an emphasis on sea level rise.	CDD/ESD	I	Requires analysis and adoption of climate change data specifically to Sunnyvale and creation of adoption of adaptation assumptions. Continue participation in Silicon Valley 2.0 Project. Submitted application to Rockefeller 100 Resilient Cities Challenge that would fund Chief Resiliency Officer to develop resiliency plan.	Unknown	Regional Program Grant General Fund	Continue regional participation. Pursue grants.	●	●	●	●	●	●	●		
A-3	A-3.2	Integrate climate change adaptation into future updates of the Zoning Code, Building Code, General Plan, and other related documents.	CDD	N	Create Adaptation Plan or adopt adaptation assumptions. Consult CAP and Adaptation Plan when updating codes. See A-3.1	Unknown	Regional Program Development Enterprise Fund	Continue regional participation. Pursue grants.					●				
A-4	A-4.1	Dedicate a page of the City’s website to climate change and climate change adaptation.	ESD	N	Create Climate Change Web Page. Fully interactive webpage following citywide webpage redesign project.	Low	General Fund Grant Fund	Projects Budget Proposal.			●	●	●	●	●		
A-4	A-4.2	On a regular basis, assess adaptation efforts of the City, region, and state and identify goals or gaps to be addressed.	ESD	N	Prepare Information RTC. Incorporate Study Issue scope, potentially report out with biennial update	Unknown Potentially Very High	General Fund Grant Fund	Continue regional participation. Pursue grants.			●		●		●		
IM-1	IM-1.1	Provide support to City staff to facilitate implementation of measures and actions.	ALL	O	Quarterly CAP implementation coordination meetings.	Low-Medium	Multiple	Projects Budget Proposals will be developed to support CAP Implementation.	●	●	●	●	●	●	●		

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IM-1	IM-1.2	Prepare a biennial progress report for review and consideration by the City Council, Planning Commission, Sustainability Commission, or other applicable advisory bodies.	ESD/ALL	N	Work with PMC Consultants to develop CAP tracking and monitoring system and reporting templates.	Low-Medium	General Fund	Projects Budget Proposal.			●		●		●		
IM-1	IM-1.3	Work with PMC Consultants to develop and utilize a monitoring and reporting tool to assist with bi-annual reports. Monitor and track progress on a regular basis throughout the year.	ESD/ALL	I	Need to execute PO with PMC to begin work.	Low-Medium	General Fund	Budget Modification with CAP Implementation Plan.	●	●	●	●	●	●	●		
IM-1	IM-1.4	Identify key staff responsible for reporting and monitoring.	ESD/ALL	I	Work with PMC Consultants to develop CAP tracking system.	Minimal	Various	Absorb in existing budget resources.	●	●	●	●	●	●	●		
IM-1	IM-1.5	Integrate the results of regular monitoring and reporting into the community conditions indicator report that is presented annually with the City budget.	ESD/FIN	N	Work with PMC Consultants to develop CAP tracking and monitoring system and reporting templates. Then identify indicators to add to City budget document.	Minimal	General Fund	Absorb in existing budget resources.			●	●	●	●	●		
IM-2	IM-2.1	Inventory GHG emissions no later than 2015 based on most recent data avilable and update at minimum of every 5 years.	ESD	N	Need to ID funding/resources to conduct. Potential Civic Spark or CC Fellow project.	Low	General	Projects Budget Proposal.		●				●			
IM-2	IM-2.2	Update the Climate Action Plan to incorporate new technology, programs, and policies to reduce GHG emissions.	ESD/AII	N	First update will be with initial bi-annual report.	Low	Various	Absorb in existing budget resources.			●		●		●		
IM-2	IM-2.3	Consider updating and amending the Plan, as necessary, should the City find that the specific reduction measures are not meeting the intended GHG reductions.	ESD/AII	N	First update will be with initial bi-annual report.	Low	Various	Absorb in existing budget resources.			●		●		●		
IM-3	IM-3.1	Continue formal memberships and participation in local and regional organizations that provide tools and support for energy efficiency, energy conservation, greenhouse gas emissions reductions, adaptation, education, and implementation of this Plan.	ESD/AII	O	City is already participating in several organizations and regional programs. Need to inventory, budget, and review participation in other organizations of benefit.	Low	General Fund	Operating Budget Proposal.	●	●	●	●	●	●	●		
IM-3	IM-3.2	Continue to engage, coordinate, and partner with regional program providers, neighboring jurisdictions, and local community organizations to deliver energy efficiency, energy conservation, greenhouse gas emissions reductions, adaptation, education programs identified in this Plan.	ESD	O	City is already participating in several organizations and regional programs. Need to inventory and review participation opportunities.	Low	General Fund	Absorb in existing budget resources.	●	●	●	●	●	●	●		
IM-4	IM-4.1	Identify potential funding for reduction measures as part of biennial reporting.	All	O	Each department should access implementation requirements and resources, and prepare budget proposals as needed.	Low	Various	Absorb in existing budget resources.	●	●	●	●	●	●	●		
IM-4	IM-4.2	Ensure implementation through the inclusion of emissions reduction and adaptation measures in department budgets, the capital improvement program, and other plans as appropriate.	ESD/FIN/AII	N	Need to scope how this should be done, and integrate into budget documents and decisions.	Low	Various	Absorb in existing budget resources.		●	●	●	●	●	●		

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IM-4	IM-4.3	Pursue local, regional, state, and federal grants to assist with potential costs to the City and the community, and support successful implementation of the CAP. ESD can track solicitations, department support needed with application development.	ESD/All	N	Need to identify appropriate grant opportunities, develop applications, and in most cases also have local match funding available. Consider funding grant writing consultant/support.	Low-Medium	Various	Projects Budget Proposal.	●	●	●	●	●	●	●		

PUBLIC HEARINGS/GENERAL BUSINESS

- 2 [14-0912](#) Approval of a Work Plan to Achieve the 2020 Greenhouse Gas Reduction Targets in the Adopted Climate Action Plan and Budget Modification No. 22

Chair Jones asked for a staff report.

Gerri Caruso, Principal Planner, presented the staff report. She stated that in May 2014 the Climate Action Plan (CAP) was presented to the Commission and later adopted by Council. She then stated that Council asked staff to present the Work Plan for the Climate Action Plan to all Commissions. Ms. Caruso stated the purpose of the action plan.

Melody Tovar, Regulatory Programs Division Manager, discussed the implementation of the work plan for the Climate Action Plan and gave specifics. She noted that Council asked how staff would monitor the progress of the CAP and she gave several examples noting that a budget modification would help pay for the same consultant team to develop the ongoing monitoring tool. Ms. Tovar then stated that staff will report to Council a progress report on a bi-annual basis. Ms. Tovar then spoke about funding the project and stated that the project will be funded by the general fund as well as enterprise funds and gave examples.

Vice Chair Jackson referred to Alternative No. 4 on the report regarding residential energy and water audits and asked if there was any estimate on how much this would impact the effectiveness. Ms. Tovar responded that the energy audit component was quite small and noted that at this time a number was not assigned but that the goal is to match the number that was there or better. Vice Chair Jackson expressed his concerns and stated that if at all possible the numbers that the state required should be exceeded. He then thanked staff for all their work and stated that he would be supporting the recommendations.

Commissioner Okuzumi referred to page 7, Activity CA-1.7, of the CAP Work Plan regarding Alternative Modes of Transportation as Safe Modes of Travel and stated that she was surprised to see Environmental Services as the lead department. She asked why the department of Public Works would not be involved. Ms. Tovar explained that the Environmental Services Department will be working closely Public Works on the Transportation side.

Commissioner Okuzumi then referred to page 9, CTO-2.1 and 2.2, of the CAP Work Plan regarding bicycle parking and asked staff why the cost range to

implement the two activities were listed as very high. She noted that it did not make sense to have them ranked as very high when the guidelines were already in place. Ms. Tovar stated that they would take a look at that and noted that it may have come from the overall measure development.

David Simons, VTA BPAC, stated that a way to encourage home audits is to have an alternative to either pay a certain percentage transfer tax or you get the audit.

Chair Jones asked for a motion. Vice Chair Jackson moved and Commissioner Kolber seconded the motion to approve Alternatives 1 through 5: 1) Approve the Climate Action Plan Work Plan 2020; 2) Approve the bi-annual CAP monitoring and reporting timeframe; 3) Approve the bi-annual CAP modification process; 4) Approve revised CAP action related to residential energy and water audits; and 5) Approve Budget Modification No. 22 to provide funding for the CAP tracking tool and for initial outreach for CAP implementation.

Vice Chair Jackson stated that the Work Plan was really well thought out and appreciated Commissioner Okuzumi's points. He noted that he likes the fact that there are provisions for course corrections as it moves along.

Commissioner Cordes stated that he did not know if the bi-annual update included looking at opportunities to accelerate various programs but hoped that as part of the modification recommendation that it is determined which programs could be pulled in faster. Ms. Caruso stated that if new technology or a new process becomes available it can be changed.

Chair Jones stated that he was pleasantly surprised to read that a lot of the items discussed are being implemented already and supports the motion. Chair Jones thanked staff for all their work.

Commissioner Welch referred to the matrix and asked staff when that matrix would be shared with the public because it is important that people see the progress. Ms. Tovar stated that City-Wide mechanisms are available but they currently do not have a prescribed way to get it out.

Commissioner Kolber suggested getting information out through the Quarterly Report.

The motion carried by the following vote:

Yes 7 - Vice Chair Jackson
Commissioner Cordes
Chair Jones
Commissioner Kolber
Commissioner Okuzumi
Commissioner Rausch
Commissioner Welch

No 0

NON-AGENDA ITEMS & COMMENTS

-Commissioner Comments

-Staff Comments

INFORMATION ONLY REPORTS/ITEMS

[14-0994](#) Annual Reporting on Collisions Involving Pedestrians and Cyclists

[14-0997](#) Proposed Study Issues for 2015

[14-0996](#) Active Items List

ADJOURNMENT



City of Sunnyvale

Meeting Minutes - Draft

Sustainability Commission

Monday, October 20, 2014

7:00 PM

West Conference Room, City Hall, 456 W.
Olive Ave., Sunnyvale, CA 94086

CALL TO ORDER

Chair Paton called the meeting to order at 7:02 p.m. in the West Conference Room.

SALUTE TO THE FLAG

Chair Paton led the salute to the flag.

ROLL CALL

Present: 7 - Chair Bruce Paton
Vice Chair Amit Srivastava
Commissioner Barbara Fukumoto
Commissioner Gerald Glaser
Commissioner Brian Glazebrook
Commissioner Dan Hafeman
Commissioner Petya Kisyova

Council Liaison- Glenn Hendricks (present)

PUBLIC ANNOUNCEMENTS

None.

CONSENT CALENDAR

- 1 [14-1013](#) Draft Minutes of the Sustainability Commission Meeting of September 15, 2014

Chair Paton pulled the minutes from the consent calendar to discuss additional clarification regarding the discussion of new study issues. Commissioner Hafeman noted that the roll call was not updated to reflect the change in Commission Chair.

Commissioner Glaser moved and Commissioner Fukumoto seconded a motion to approve the minutes as amended. The motion carried by the following vote:

Yes: 6 - Chair Paton
Vice Chair Srivastava
Commissioner Fukumoto
Commissioner Glaser
Commissioner Glazebrook
Commissioner Hafeman

No: 0

Abstain: 1 - Commissioner Kisyova

PUBLIC COMMENTS

None.

PUBLIC HEARINGS/GENERAL BUSINESS

- 2 [14-1006](#) Approval of a Work Plan to Achieve the 2020 Greenhouse Gas Reduction Targets in the Adopted Climate Action Plan and Budget Modification No. 22

Commissioner Glaser moved and Commissioner Srivastava seconded a motion to recommend that the City Council approve Alternatives 1 through 5, direct staff to change all "biannual" references to "biennial," and to recognize that the timeframes identified in the Work Plan are considered maximum milestones. The motion carried by the following vote:

Yes: 6 - Chair Paton
Vice Chair Srivastava
Commissioner Glaser
Commissioner Glazebrook
Commissioner Hafeman
Commissioner Kisyova

No: 0

Abstain: 1 - Commissioner Fukumoto

Commissioner Fukumoto moved and Commissioner Kisyova seconded a motion to recommend that the City Council direct staff to accelerate the Green Building Ordinance review schedule in light of the life cycle impacts of buildings to occur no later than 2016.

Commissioner Kisyova offered a friendly amendment, which was accepted by Commissioner Fukumoto, to change the date to 2015.

The motion carried by the following vote:

Yes: 7 - Chair Paton
Vice Chair Srivastava
Commissioner Fukumoto
Commissioner Glaser
Commissioner Glazebrook
Commissioner Hafeman
Commissioner Kisyova

No: 0

NON-AGENDA ITEMS & COMMENTS

-Commissioner Comments

Chair Paton suggested that the Commission consider scheduling a strategic planning session that would allow the Commission to discuss opportunities to increase the effectiveness of the Commission, set strategic direction, and identify how the Commission can better support the City Council.

Commissioner Glazebrook announced that NetApp was working with Joint Venture Silicon Valley, Business for Clean Energy, local cities to host a Community Choice Aggregation Workshop to increase local business awareness of CCA and the multi-jurisdictional study that is underway.

Commissioner Hafeman and Commissioner Kisyova posed several questions about recent street maintenance projects.

Commissioner Fukumoto reported on attending a Sierra Club meeting focused on the findings of their 2014 Local Government Climate Action Survey.

-Staff Comments

Elaine Marshall provided an update on the City's participation in a regional grant to install EV charging stations that would include four Sunnyvale locations and the City's participation in a County grant that will include development of an EV Charging Station siting plan. Elaine Marshall also provided an update on the City's participation in the Georgetown University Energy Prize Challenge, informed the Commission about an upcoming community energy efficiency brainstorm, and asked Commissioners to send any energy saving ideas.

Melody Tovar provided a progress update on the City's CCA study. The County of Santa Clara will be joining the study as a fourth partner.

ADJOURNMENT

The meeting adjourned at 9:29 p.m.

EXCERPT

- 3 [14-1040](#) Approval of a Work Plan to Achieve the 2020 Greenhouse Gas Reduction Targets in the Adopted Climate Action Plan and Budget Modification No. 22
Staff Contact: Gerri Caruso, (408) 730-7591, gcaruso@sunnyvale.ca.gov

Melody Tovar, Regulatory Division Manager in the Environmental Service Department, introduced Elaine Marshall, Environmental Programs Manager for the Stormwater and Sustainability Program, and presented the staff report.

Comm. Harrison and Trudi Ryan, Planning Officer, discussed the Climate Action Plan (CAP) study issues process. Staff indicated that several study issues mistakenly did not have years of planned study indicated and that the staff report to City Council would have the corrected list. Comm. Harrison confirmed with Ms. Ryan that it would not be beneficial for the Planning Commission to suggest a study issue if it is already contained within the CAP work plan, and that the supplemental checklist to determine whether a project complies with the CAP will immediately be included in the initial study checklist of the next development project that comes before the Planning Commission. Comm. Harrison and Ms. Tovar discussed the proposed change to the frequency with which the Greenhouse Gas (GHG) inventory database will be updated.

Vice Chair Olevson and Ms. Tovar discussed the source of funding for CAP activities.

Comm. Klein suggested adding a column to the chart that lists the source of funds and increasing the size of the chart.

Comm. Rheume discussed with staff whether funding will be sought for all activities that have not yet started and that those in progress or ongoing are currently budgeted. Comm. Rheume and Ms. Tovar discussed the proposed budget modification and the allocation of that budget to staff. Comm. Rheume confirmed with Ms. Ryan that items not yet started would not go to City Council for approval if no additional budget is required.

Comm. Durham discussed the State cap and trade program and how it will affect individuals with Ms. Marshall.

Chair Melton commented on previous discussions of time-of-sale residential energy audits, and Ms. Tovar said incentive programs are currently being explored.

Chair Melton opened the public hearing and, upon seeing no speakers for this item,

EXCERPT

closed the public hearing.

Comm. Harrison moved to recommend to City Council Alternatives:

- 1) Approve the Climate Action Plan Work Plan 2020;
- 2) Approve the bi-annual CAP monitoring and reporting timeframe;
- 3) Approve the bi-annual CAP modification process;
- 4) Approve revised CAP action related to residential energy and water audits; and
- 5) Approve Budget Modification No. 22 to provide funding for the CAP tracking tool and for initial outreach for CAP implementation.

Comm. Rheume seconded.

Comm. Harrison said staff in many departments have worked hard on this and that while she understands the concerns about budget, most items are already budgeted. She added that there are big items not already budgeted, but that staff is conscious about, and is making arrangements for, the cost of implementation.

Comm. Rheume said he will be supporting the motion and thanked staff for doing a great job on this proposal. He said most initiatives are already underway and funded with existing budgets and anything requiring a significant amount of money will go up against the existing budget and will go to City Council. He said he likes the revised CAP action related to residential energy and water audits, and that while he is also concerned about the budget, he is confident that big ticket items will go before City Council before moving forward.

Vice Chair Olevson said he will not be supporting the motion and respectfully disagrees with his fellow Commissioners who do. He said we have a fiduciary responsibility to the residents to use their tax money wisely and that means knowing what the costs are before spending the money. He said the plan is more like a wish list and that without any clear funding mechanism we will be locking in a policy to spend money when we have priorities already identified. He said he thinks taking it out of the General Fund is inappropriate, and that while he recognizes staff is going to try to obtain grant money from the State or other sources, it is just a vague unknown. He added that individual items are very loosely budgeted and because of that and the pressure on the budget we have seen in recent years, including the reduction in City staff and services to the citizens in terms of roads, trees police and fire, he cannot recommend to City Council adopting a plan without knowing its cost.

Comm. Durham said this is a pretty good document and that staff should be applauded for the time and consideration that went into it. He thanked the

EXCERPT

community members and business people who provided input on the plan, and said he recognizes that Sunnyvale's contribution to greenhouse gas is small in the overall picture, but that we are in an area where we can take the lead and push for new standards. He said City Council will be mindful of taxpayer dollars and how we fund and balance those yet unfunded things.

Comm. Simons said he very much supports this project and its impacts long term, but will be supporting Vice Chair Olevson's perspective with a different twist, and that Sunnyvale's process for decades has been eating the vegetables first and having long term benefits from doing the planning long term. He said he would like to have seen designating sources of funding and that there have been too many projects that, no matter how laudible, have General Fund-based sourcing. He said Sunnyvale is unique in that it does 20-year planning, and that it may be only a small portion of talked about fees, because some projects are going to be self-funded, from different budgets or from grants, but that the sustainability of this project, if it is that important, requires having that funding targeted and knowing if we are going to be cutting programs in the City upfront, or whether it will be increasing certain fees to support the base minimum amount of dollars dedicated to this project. He said he does not support the General Fund funding of this long term project, and that if the sourcing was spelled out in the budget and was incorporated into the long term planning and financing he would be very supportive of this project.

Comm. Klein said he will not be supporting the motion, and that the goals of the work plan are very important, but that he has similar questions about the long-term funding of this project. He said he understands what the fine print graph is trying to do by listing that grants will be sought, but he worries about the General Fund and how this is used. He said City Council ultimately decides how funds will be spent, and that when we look at projects like this we look at the fees applied and where the funding is coming from, but here we look at doing good for the environment and City but not necessarily with the appropriate fees associated. He said he is reluctantly not supporting the motion as it is the fiscally conscientious thing to do.

Chair Melton said he will not be supporting the motion, and that what we are talking about is incredibly important and is the Sunnyvale way, which has been lauded for decades and has received a presidential visit. He said it does feel like there are some potentially very large items that may present difficult choices for City Council that we need to get out in front of.

MOTION: Comm. Harrison moved to recommend to City Council Alternatives:

- 1) Approve the Climate Action Plan Work Plan 2020;
- 2) Approve the biennial CAP monitoring and reporting timeframe;

EXCERPT

- 3) Approve the biennial CAP modification process;
- 4) Approve revised CAP action related to residential energy and water audits; and
- 5) Approve Budget Modification No. 22 to provide funding for the CAP tracking tool and for initial outreach for CAP implementation.

Comm. Rheume seconded. The motion failed by the following vote:

Yes: 2 - Commissioner Durham
Commissioner Harrison

No: 5 - Chair Melton
Vice Chair Olevson
Commissioner Klein
Commissioner Rheume
Commissioner Simons

Comm. Simons said he would like to generate a motion that sends the issue back to staff to lay out a funding and long-term sustainability plan for this, including where funding comes from and whether it can be maintained without planned expenditures from the General Fund. He said we need to find sourcing for this program somewhere, whether it requires tapping into other programs or projects that will be diminished or having to deal with fees to support something with a nexus to it, and that this would be his request to staff and City Council. Ms. Tovar reiterated that not all items are proposed to be funded by the General Fund, and suggested taking the Alternatives separately.

MOTION: Comm. Simons moved to recommend to City Council Alternatives:

- 2) Approve the biennial CAP monitoring and reporting timeframe;
- 3) Approve the biennial CAP modification process; and
- 4) Approve revised CAP action related to residential energy and water audits.

Comm. Harrison seconded.

Comms. Simons and Harrison had no comment on the motion.

The motion carried by the following vote:

Yes: 6 - Chair Melton
Commissioner Durham
Commissioner Harrison
Commissioner Klein
Commissioner Rheume
Commissioner Simons

No: 1 - Vice Chair Olevson

EXCERPT

Comm. Simons said that if any other Commissioner wanted to tackle Alternatives 1 and 5, he suggests sending them back to staff and to City Council to incorporate into the budgetary process to locate funding other than that of the General Fund.

Vice Chair Olevson moved to recommend that City Council refer the CAP Work Plan 2020 back to staff to delineate funding sources for the next six years.

Chair Melton seconded for the purposes of discussion and offered a friendly amendment to refer the CAP Work Plan 2020 back to staff to delineate funding sources and for further scrubbing of the cost entailed for each item.

Vice Chair Olevson accepted.

Vice Chair Olevson said this CAP could be a viable document going forward if we have a clear understanding of where the money will be coming from and where it will be going, but that it is too vague right now.

Chair Melton said this is an important topic but we need to erase some important financial question marks and give staff an opportunity to provide additional clarity on magnitude items and their potential fundings sources, which would give the Commission comfort to provide a recommendation to City Council.

Comm. Durham said he will be supporting the motion.

Ms. Tovar asked for clarification of "delineation of funding sources," to which Vice Chair Olevson responded that it means identifying the services we would need to do without if funding comes from the General Fund or away from already budgeted activities. Ms. Ryan interjected that the budget modification discussed in the report shows that funding will come out of reserves and not the operating budget, which is not money earmarked for a particular service. She said Council will have to decide to set aside money specifically for CAP implementation and how to spend some of those reserves.

Comm. Rheume said he will be supporting the motion, and noted that he changed his vote during the first motion. He said we need to get ahead of this to avoid making difficult decisions, and thanked staff for clarifying that we would be taking from the reserve, which causes him to wonder what else we could be using that funding for. He said taking a look at having a fund on its own to support this is what we are looking for.

Comm. Harrison noted that there are discretionary funds budgeted every year that

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Planning Commission

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can be drawn on when needed, and said she is curious about whether during budget discussions in June staff will present to City Council a budget that includes money for CAP implementation on an ongoing basis. Ms. Ryan said when the CAP was presented to Council in the Spring, the Council was concerned about pre-committing to everything in the CAP, so it was organized to, on an annual basis, go to them and ask if this is year to fund it. She noted that the Planning Commission does not want to go this direction, and staff recommends that Council look at it every year when that item comes up in the queue for its schedule and in terms of the entire budget and package. She said Council's concern was that we do not know what might come up in the next six years. Comm. Harrison asked if staff knew the magnitude of the discretionary fund, to which Ms. Ryan replied that she did not. Kathryn Berry, Senior Assistant City Attorney, clarified the use of a budget modification, and Comm. Harrison confirmed that the one recommended in this report is the 22nd to be proposed during the current fiscal year.

In response to Ms. Ryan's comment about funding coming out of the reserves, Vice Chair Olevson said over the next six years we are already planning on reducing the reserve account by 25% over same time period, so if we take another \$30 million out of it, we effectively cut our reserve in half. He said you have to plan on the worst case analysis and he cannot see reducing the reserve by half to get started on an unknown cost structure.

MOTION: Vice Chair Olevson moved to recommend that City Council refer the CAP Work Plan 2020 back to staff to delineate funding sources and the cost entailed for each item.

Chair Melton seconded. The motion carried by the following vote:

- Yes: 5 -** Chair Melton
Vice Chair Olevson
Commissioner Klein
Commissioner Rheaume
Commissioner Simons
- No: 2 -** Commissioner Durham
Commissioner Harrison

EXCERPT

Planning Commission

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Chair Melton moved to recommend to City Council approval of Budget Modification No. 22.

Comm. Durham seconded.

Chair Melton said there has been a very robust discussion on many different fronts, and that Alternative 5 is a tactical decision within an order of magnitude that can be handled within budget. He said he wanted to be clear that discussions of the budget are not generally in the purview of the Planning Commission, but it is something presented tonight as an Alternative.

Comm. Durham said we need to have the tracking tool and it seems a fairly reasonable amount. He said from the testimony of Ms. Ryan it sounds like funding is more or less covered for this.

Comm. Harrison said we do not have information about what the other budget modifications since June have been, but \$24,000 for computer software programs to track our greenhouse inventory to get us started on the work plan required by the State and on which our funding is contingent, seems to be a small amount compared to other expenses. She said to support staff who will write grants to gain additional funding that will benefit our citizenry and keep us in compliance with State law from which we get a great deal of money is also a small amount compared to other expenses, so she supports the motion.

MOTION: Chair Melton moved to recommend to City Council Alternative 5 to approve Budget Modification No. 22.

Comm. Durham seconded. The motion carried by the following vote:

Yes: 5 - Chair Melton
Commissioner Durham
Commissioner Harrison
Commissioner Klein
Commissioner Rheaume

No: 2 - Vice Chair Olevson
Commissioner Simons

NON-AGENDA ITEMS AND COMMENTS**-Commissioner Comments**

None.



City of Sunnyvale

Meeting Minutes - Draft Parks and Recreation Commission

Wednesday, November 12, 2014

7:00 PM

Council Chambers, City Hall, 456 W. Olive
Ave., Sunnyvale, CA 94086

CALL TO ORDER

Acting Chair Pochowski called the meeting to order at 7:00 p.m. in the Council Chambers.

SALUTE TO THE FLAG

Acting Chair Pochowski led the salute to the flag.

ROLL CALL

Present: 3 - Commissioner Ralph Kenton
Commissioner Robert Pochowski
Commissioner Andrea Schneck
Absent: 2 - Chair Henry Alexander III
Vice Chair Craig Pasqua

Chair Alexander's absence is excused.
Vice Chair Pasqua's absence is excused.
Council Liaison Larsson (present)

PRESENTATION

Superintendent Wax introduced and welcomed Andrea Schneck to the Parks and Recreation Commission.

PUBLIC ANNOUNCEMENTS

None.

CONSENT CALENDAR

1A [14-1046](#) Draft Minutes of the Parks and Recreation Commission
Meeting of September 10, 2014

Commissioner Kenton moved and Commissioner Pochowski seconded the motion to approve the consent calendar. The motion carried by the following vote:

Yes: 2 - Commissioner Kenton
Commissioner Pochowski

No: 0

Absent: 2 - Chair Alexander III
Vice Chair Pasqua

Abstain: 1 - Commissioner Schneck

Commissioner Schneck abstained as she was not at the last meeting.

PUBLIC COMMENTS

PUBLIC HEARINGS/GENERAL BUSINESS

- 2 [14-1058](#) Approval of a Work Plan to Achieve the 2020 Greenhouse Gas Reduction Targets in the Adopted Climate Action Plan and Budget Modification No. 22

The staff report was presented by Principal Planner, Gerri Caruso and Regulatory Programs Division Manager, Melody Tovar. Ms. Caruso, Ms. Tovar and Environmental Programs Manager, Elaine Marshall answered Commissioner questions. Commissioner Kenton inquired if the projections take into account an increase in traffic in general and increases to new high density office building construction, specifically. He also inquired if each measure will have more specific outcomes to the current general outcome goal. Commissioner Schneck asked if the long term goals were intentionally left off the plan; how the timeline was determined that reporting will be on a biennial basis; if EC-3.2 goal is not met, will the funds be reallocated; and why EC-4.4 is only scheduled for the year 2017. Acting Chair Pochowski asked about the specific impact of the CAP on parks and recreation, and the impact on the Parks Division budget.

Commissioner Schneck noted that the various reporting timelines indicate that there is a potential to have only two updates by the year 2020. Ms. Tovar explained that the full inventory requires evaluation on each measure and also re-evaluation of the baseline and future projections, and that because of changes in best practices and methodology for updating an inventory, it may not be practical to do more frequently. The plan commits to the full inventory in 2015, and the schedule for the next cycle would be determined once the full scope of the project is understood to ensure efficiencies. Ms. Tovar explained that the main components would be completed every two years in the macro metrics.

Acting Chair Pochowski opened the public comments, seeing none, he closed the public comments.

Commissioner Kenton moved to approve Alternatives 1-5. Commissioner Schneck seconded the motion.

Acting Chair Pochowski proposed a friendly amendment to add "Approve Alternative 1 as it relates to the Parks and Recreation Commission" Commissioner Kenton accepted his friendly amendment.

After discussion, Acting Chair Pochowski withdrew his friendly amendment.

Acting Chair Pochowski proposed a friendly amendment to restate the motion: Advise Council to approve Alternatives 1 through 5 as they relate to the Parks and Recreation Commission.

- 1) Approve the Climate Action Plan Work Plan 2020;
- 2) Approve the biennial CAP monitoring and reporting timeframe;
- 3) Approve the biennial CAP modification process;
- 4) Approve revised CAP action related to residential energy and water audits; and
- 5) Approve Budget Modification No. 22 to provide funding for the CAP tracking tool and for initial outreach for CAP implementation.

Commissioners Kenton and Schneck approved the friendly amendment. The motion carried by the following vote:

Yes: 3 - Commissioner Kenton
Commissioner Pochowski
Commissioner Schneck

No: 0

Absent: 2 - Chair Alexander III
Vice Chair Pasqua

3 [14-1049](#) Review and Rank Study Issues

Staff provided an overview of each study issue. Staff answered Commissioner questions.

Regarding Study Issue DPW 15-08, Commissioner Kenton inquired if there is a policy to educate students about what is available for recreation use. Superintendent Morton explained existing policy provides that students should know about, be aware of and have access to facilities and programs. He indicated that implementation of the policy is an operational issue. Commissioner Schneck asked if students are currently surveyed. Superintendent Wax stated surveys are

sent through the Teen Advisory Committee (TAC) specific to their programs and their interests.

Acting Chair Pochowski opened the public comments. Seeing none, he closed the public comments.

Commissioner Schneck moved and Acting Chair Pochowski seconded to drop ESD 15-01. The motion carried by the following vote:

Yes: 3 - Commissioner Kenton
Commissioner Pochowski
Commissioner Schneck

No: 0

Absent: 2 - Chair Alexander III
Vice Chair Pasqua

Commissioner Kenton moved and Commissioner Schneck seconded the motion to drop ESD15-04. The motion carried by the following vote:

Yes: 3 - Commissioner Kenton
Commissioner Pochowski
Commissioner Schneck

No: 0

Absent: 2 - Chair Alexander III
Vice Chair Pasqua

Acting Chair Pochowski moved and Commissioner Schneck seconded to drop DPW 15-08. The motion carried by the follow vote:

Yes: 3 - Commissioner Kenton
Commissioner Pochowski
Commissioner Schneck

No: 0

Absent: 2 - Chair Alexander III
Vice Chair Pasqua

Acting Chair Pochowski asked if there were any study issues to defer?

Commissioner Kenton moved and Commissioner Schneck seconded to defer DPW 13-12. The motion carried by the following vote:

Yes: 3 - Commissioner Kenton
Commissioner Pochowski
Commissioner Schneck

No: 0

Absent: 2 - Chair Alexander III
Vice Chair Pasqua

NON-AGENDA ITEMS & COMMENTS

-Commissioner Comments

None.

-Staff Comments

Superintendent of Community Services, Daniel Wax announced upcoming events:

- A community meeting will be held on November 20th at 6:00 p.m. in the Recreation Building of the Community Center to discuss the Park Use Policies and User Fees Study Issue.
- The Sunnyvale Theatre presents County Line Trio on November 29th and The Red Hot Chachkas on December 20th, both at 8:00 p.m.
- The Senior Center is hosting a Holiday luncheon on December 12, from 11:45 a.m. - 1:00 p.m.
- Friends of Sunnyvale Pottery are hosting a pottery sale between December 12-13, from 10 a.m. - 5 p.m., daily.

Superintendent Morton updated the Commission that the street parking at Seven Seas Park was revised to increased parking by 20 spaces and will be implemented in the next few weeks. Rotary Group has adopted Swegles Park and will create a plaque in memorial of Ron Swegles. Under the Urban Forestry Management Plan (UFMP), staff is identifying volunteers who will post door hangers advertising free street trees and will also be helping to plant new street trees.

INFORMATION ONLY REPORTS/ITEMS

None.

ADJOURNMENT

The meeting was adjourned at 8:25 p.m.



City of Sunnyvale

Agenda Item

14-0287

Agenda Date: 11/25/2014

REPORT TO COUNCIL

SUBJECT

Introduce an Ordinance to Amend Title 19 (Zoning) Regarding the Appeal Process for Land Use Projects (Study Issue, CDD 14-15); Repeal Council Policy 1.1.4 on Appeals; and make a Finding that the Proposed Project is Exempt from the Requirements of the California Environmental Quality Act (CEQA) Pursuant to CEQA Guidelines 15061(b)(3) - Continued from November 11, 2014 (Planning File: 2014-7434)

Staff Contact: Rosemarie Zulueta, (408) 730-7437, rzulueta@sunnyvale.ca.gov

BACKGROUND

The City Council sponsored and ranked study issue CDD 14-15 to examine the current regulations and procedures regarding appeals of decisions on planning applications (Attachment 1). The goal of this study is to consider and clarify the regulations and procedures concerning how appeals are made and processed.

The current zoning code (Title 19 of the Sunnyvale Municipal Code) prescribes several different appellate procedures, depending on the type of application or entitlement being sought (Attachment 2). For most discretionary permits, the zoning code allows any aggrieved person, including members of the Planning Commission or City Council, to appeal a decision to a higher decision-making body. Councilmembers and Commissioners who wish to appeal a decision are required to file an appeal in substantially the same manner as a member of the public; the appeal must be filed within 15 days of the decision date, and the request must be in writing stating the grounds for the appeal (appeal letter). By practice, City officials are not required to pay a fee when they file an appeal; however, the current zoning code does not address this issue. Similarly, the zoning code does not address the scope of appeals, procedures for hearing appeals, or whether appellants can withdraw appeals. This lack of clarity in the code has led to confusion and some inconsistencies in practice over the years. Additionally, the requirement for Councilmembers and Planning Commissioners to state reasons for an appeal raises due process concerns.

The Planning Commission considered this item at a public hearing on October 13, 2014 (see minutes in Attachment 7) and voted unanimously to recommend that Council find that the project is exempt from CEQA, introduce the Ordinance to amend Title 19 of the Sunnyvale Municipal Code (Attachment 4, Draft Ordinance) and repeal Council Policy 1.1.4. This is consistent with the staff recommendation.

This item was formally continued from the City Council meeting of November 11, 2014 to the meeting of November 25, 2014.

EXISTING POLICY

COUNCIL POLICY: 7.2.1-Community Engagement

7.2.1.B.2: Simplify processes and procedures to make it easy and convenient for community members to participate in City activities and programs.

COUNCIL POLICY: 7.3.1-Legislative Management

7.3B.3: Prepare and update ordinances to reflect current community issues and concerns in compliance with state and federal laws.

GENERAL PLAN: Land Use and Transportation Chapter

LT-6.6: Support a seamless development review process (DPIC) and expand the One-Stop Permit Center.

SUNNYVALE MUNICIPAL CODE: Section 19.98.070. Appeals

Attachment 3 is a copy of the current SMC Section 19.98.070, Appeals.

ENVIRONMENTAL REVIEW

Although amendments to the municipal code are generally considered a project under the California Environmental Quality Act (CEQA), staff has concluded that adopting the proposed ordinance is exempt from CEQA under Guideline 15061(b)(3) because it can be seen with certainty that it will not have a significant effect on the environment. Projects that are subject to the requirements of the amended chapters will be environmentally evaluated on an individual basis.

DISCUSSION

The City continually reviews and amends the zoning code to address community issues. Some issues are focused on new standards and others on the process for considering planning permits. This study is focused on the process for appeals of decisions on planning applications and looks at the following aspects of the process:

- Call for Review vs. Appeal by Decision-Makers
- Scope of Appeal/Review Hearing
- Withdrawal of Appeal

Staff is recommending the Council adopt revised procedures, as set forth in Attachment 4, the draft proposed ordinance.

Call for Review vs. Appeal by Decision-Makers

The City's current code provides that Councilmembers and Planning Commissioners can appeal certain decisions of the Community Development Director or Planning Commission by following the same procedures that the applicant or an aggrieved third party would follow. This includes stating the grounds for appeal. Depending on how a Councilmember or Planning Commissioner describes his or her grounds for appeal, it may appear that they are biased, or have "prejudged" an issue, which could violate the due process right of the applicant to a fair and impartial decision-maker, and therefore require the Councilmember or Planning Commissioner to recuse him or herself.

In order to give Councilmembers and Planning Commissioners an opportunity to request review of certain applications which they consider to have significant community import, and to ensure that an applicant's due process rights are protected, many cities have adopted a "call for review" process by the City Council and/or Planning Commission that is distinct from an appeal. A call for review is similar to an appeal process where the request is required to be made within the 15-day appeal period, and suspends the original decision. The process differs in that it is more of a mechanism for

policy-makers to review applications that involve broader policy interpretations or are of significant community interest. The process serves more as a check-in on procedures or policy interpretations between decision-making bodies, versus an appeal process where the appellant has already taken a position on the matter and has stated that position in writing. The call for review process presumes impartiality, and that the Councilmember or Planning Commissioner making the request has determined that as a matter of policy, or because of a question of interpretation of City policy, or because of a significant community interest, the Council or Commission should hear the matter. For these reasons, no reason need be stated for such review and no fee is required.

Cities that have a call for review process in place appear to utilize it in either one of two ways. They allow any *one* member of the city council to request a call for review of a planning commission decision, and any *one* member of the planning commission to request a call for review of a decision by the director. Or, they require at least *two* councilmembers to request a call for review of a planning commission decision and at least *two* commissioners to request a call for review of a decision by the director.

The second approach - requiring at least two councilmembers or planning commissioners to request review - may be preferable because it addresses both goals of giving council and the commission the opportunity to review important projects, and protecting an applicant's due process rights. The two-member requirement is consistent with the City's current practice regarding sponsoring study issues and budget issues, and demonstrates significant interest in the matter.

Scope of Appeal Hearing

The zoning code is silent as to how appeal hearings are to be conducted, but the City's practice is to conduct them as de novo hearings, in which all aspects of a project are open for consideration and not limited to those raised by the appellant. This is common practice in most jurisdictions, and allows the reviewing body to affirm, modify or reverse a decision. Staff is recommending that the de novo review standard be included in the code.

Withdrawal of Appeal

The code does not address withdrawal options in cases where more than one person files an appeal, or whether an appellant can withdraw their appeal prior to hearing. The City's practice has been to notify other interested appellants when one appeal has been filed, and suggest that they attend the hearing to voice their concerns. Under this practice, the City does not allow an appellant to withdraw their appeal because others may be relying on it. This situation often leads to uncertainty. To address this uncertainty, staff is recommending that the ordinance be revised to allow withdrawal of appeals by the appellants. Under this rule, staff would not notify others when an appeal has been filed until the 15-day appeal period has run, to ensure that anyone interested will in fact file their appeal. Any appellant could withdraw their appeal any time prior to the hearing date. The appeal hearing would not be held if all requests are withdrawn. This could help reduce time and costs associated with preparation for the appeal hearing and conducting the hearing in cases where interested parties are no longer aggrieved.

Other Cities' Regulations

Attachment 5 shows a survey of neighboring and similar-sized cities' appeal procedures and fee requirements. Most of the surveyed cities accept multiple appeal requests for the same project, but vary in allowing appeal requests to be withdrawn. Like Sunnyvale, most cities do not limit the scope of the appeal hearing to those issues raised by the appellant. In Attachment 5, only Redwood City

prescribes a call for review process. Staff has surveyed other California cities with call for review processes, including Pleasant Hill, Clovis, Santa Clarita, Rosemead and Oceanside. These cities' regulations have been incorporated in the discussion of options in this report.

“Retooling” the Appeal Process

Consistent with the City's efforts to rewrite the zoning code to be more accessible and to streamline permit procedures (Retooling the Zoning Code, RTC 11-260 and 13-047), staff recommends restructuring SMC Section 19.98.070 (Appeals) to better accommodate future amendments and to limit the variations between projects or permit types. This includes allowing any discretionary decision by the director (including Miscellaneous Plan Permits, Design Reviews and Minor Use Permits) to be appealed only to the Planning Commission, whose decision is final. Allowing decisions to be appealed once to a higher decision-making body reinforces the hierarchy of the decision-making bodies and the scale of projects reviewed at those levels, and avoids multiple appeal hearings which could result in a prolonged review and approval process. Recently adopted provisions through previous studies are proposed to remain, such as allowing only the applicant, property owner and owners of property with the required noticing radius to appeal a decision on a Design Review application for a second-story addition to a single-family home or duplex (note that this radius was recently increased from 200 feet to 300 feet as part of the study issue on Noticing and Outreach).

Council Policy 1.1.4-Council and Planning Commission Review of Land Use Decisions and Opportunity to Appeal

This is a Council Policy, initially adopted in 1985, and amended from time to time, creating a procedure to transmit paper copies of agendas and minutes of action to the City Council and Planning Commission (Attachment 6). This policy is outdated and no longer necessary; the agendas and actions of lower decision-making bodies are available electronically.

FISCAL IMPACT

State law enables a city to establish fees for services. The fee cannot exceed the amount it costs to provide the service; however it is not required by state law to cover the entire costs. Full cost includes direct staff time (typically the staff members from Planning and other departments contributing to the review and analysis of Planning Applications); indirect staff time (e.g., Office of the City Manager, Office of the City Attorney, Human Resources Department, Finance Department), as well as costs for non-personnel items such as rent, furniture, supplies, copying, etc.

Historically, appeal fees have not covered the entire costs of the service. The current fee for an appeal is \$157 (\$139 plus an \$18 technology surcharge). In a 2010 analysis of costs for services it was determined that the total average costs of appeals ranged from about \$4,000 to \$6,000, with the higher costs for decisions appealed to the City Council. It has generally been the Council philosophy that the general public should not be prevented from appealing a decision due to a high appeal fee. On the other hand, if the fee is too low, appeals may be more frivolous in nature. Currently, only members of the public are charged an appeal fee. If a Councilmember appeals a decision, as a Councilmember, there is no fee.

Staff intends to bring a new fee structure for Planning Permits to City Council with the final phase of the Retooling the Zoning Code effort. The Retooling will likely involve the creation of new permit types and associated fees - it would be appropriate at that time to consider adjusting the appeal fees as well. In setting the appeal fees, the following issues should be considered:

- Set the fees reasonably low to avoid creating a barrier or impediment for filing appeals, or set the fees higher to achieve full or greater cost recovery; and
- Set graduated fees based on the hearing body for the appeal (e.g., higher fee for items appealed to the Council), or charge a different fee for the applicant versus a member of the public.

PUBLIC CONTACT

Public contact was made through posting of the Planning Commission agenda on the City's official-notice bulletin board, on the City's website, a notice in the newspaper, and the availability of the agenda and report in the City of Sunnyvale's Public Library. Notices were emailed to neighborhood associations and interested parties.

Staff held a study session with the Planning Commission on July 28, 2014. The study session was conducted more as an overview of current regulations and practice. Some Commissioners were open to allowing multiple appellants and some expressed concerns regarding allowing appeals to be withdrawn.

The Planning Commission considered this item at a public hearing on October 13, 2014 (see minutes in Attachment 7) and voted unanimously to recommend the Council adopt the staff recommendation.

ALTERNATIVES

1. Find that the project is exempt from CEQA pursuant to CEQA Guideline 15061(b)(3).
2. Introduce an ordinance to amend Sunnyvale Municipal Code Section 19.98.070, regarding appeals of land use decisions, as set forth in Attachment 4, which:
 - Creates a call for review process that requires a minimum of two Council Members or Planning Commissioners to request City Council or Planning Commission review of a decision;
 - Clarifies and simplifies the appeal process consistent with the City's continuous efforts to "Retool the Zoning Code";
 - Formalizes the current practice of conducting appeals as de novo hearings; and
 - Allows an appellant to withdraw their appeal.
3. Repeal Council Policy 1.1.4.
4. Introduce the ordinance with modifications to the staff recommendations.
5. Make no changes to current regulations and policies.

STAFF RECOMMENDATION

Alternatives 1, 2 and 3: 1) Find that the project is exempt from CEQA pursuant to CEQA Guideline 15061(b)(3); 2) Introduce the Ordinance to amend Title 19 of the Sunnyvale Municipal Code (Attachment 4, Draft Ordinance); and 3) Repeal Council Policy 1.1.4.

The recommended changes reflect best practices, formalize existing practices, and ensure the integrity of the appeal process. They clarify the ambiguities in the current appeal procedures and regulations, particularly those requests filed by members of the Planning Commission or City Council. The proposed ordinance amendments protect appellants' rights while at the same time simplify and streamline processes.

Prepared by: Rosemarie Zulueta, Associate Planner
Reviewed by: Trudi Ryan, Planning Officer

Reviewed by: Hanson Hom, Director, Community Development
Reviewed by: Robert A. Walker, Assistant City Manager
Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Study Issue Paper
2. Examples of Current Permit Types and Current Appeal Provisions
3. Current Zoning Code Text on Appeals
4. Draft Proposed Ordinance
5. Other Cities' Appeal Procedures
6. Council Policy 1.1.4
7. Planning Commission Minutes from October 13, 2014

2014 Council Study Issue

CDD 14-15 Consideration of Appeal Process for Land Use Projects

Lead Department Community Development

Sponsor(s) City Council

History 1 year ago: 2 years ago:

1. **Scope of the Study**

- a. This study would examine the current regulations and procedures related to appeals of a planning permit decision. Currently the code provides that “any person aggrieved, including a member of the planning commission or city council, of a decision ... may file an appeal ...” This study would look at issues such as the valid grounds for filing an appeal (e.g. define an “aggrieved person”), the appropriate fee for an appeal and who must pay the fee, and whether “call-up” provisions by the City Council should be considered. The City costs for various types of appeals would be estimated and options on how high the fee should be would be provided. The study would also look at the scope of an appeal (limited to items raised in an appeal letter or a de novo hearing as is the current practice) and clarify circumstances under which a Councilmember should recuse him/herself.
- b. What precipitated this study? The City Council has recently considered several appeals of Planning Commission decisions. Some of those appeals have been from City Councilmembers and some have been from community members. Councilmember participation in the appeal process has differed based on the questions and possibly prejudicial statements contained in their appeal letter. The Council sponsored this study issue in order to clarify and resolve the issues covered above. A question was also raised about whether Councilmembers should pay the appeal fee and if the current fee (\$150.50) paid by appellants is sufficient to cover the staff cost for processing an appeal.
- c. Is this a multiple year project? No Planned Completion Year 2014

2. **Fiscal Impact**

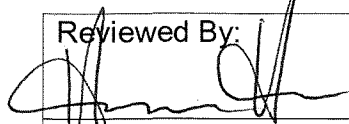
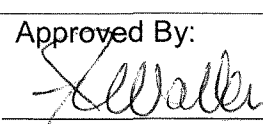
- a. Cost to Conduct Study
 - i. Level of staff effort required (opportunity cost)
☐ Major ☒ Moderate ☐ Minor
 - ii. Amount of funding above current budget required
☐ Will seek budget supplement ☐ Will seek grant funding
 - iii. Explanation of Cost:
- b. Costs to Implement Study Results
☒ No cost to implement.
☐ Unknown. Study would include assessment of potential costs.
☐ Some cost to implement. Explanation:

3. **Expected participation in the process**

- ☐ Council-approved work plan
- ☐ Council Study Session
- ☒ Board/Commission Review by Planning Commission

4. **Staff Recommendation**

- a. Position: Support. This study issue can be incorporated into the current Zoning Code Retooling effort.
- b. Explanation: Several of the issues raised are already planned to be addressed in the zoning code retooling. Staff could expand that component of the Zoning Code Retooling project to include the additional items.

Reviewed By:		Approved By:	
	12/19/13		12-20-13
Department Director	Date	City Manager	Date

Examples of Permit Types and Current Appeal Provisions

PERMIT TYPES	DECISION-MAKING BODY	MAY BE APPEALED BY	MAY BE APPEALED TO	FINAL DECISION BY
Miscellaneous Plan Permit (MPP)	Director (staff level, no hearing)	Any Aggrieved Person	Planning Commission	Planning Commission
MPP-Findings of Public Convenience and Necessity	Director (staff level, no hearing)	Any Aggrieved Person	City Council	City Council
Sign Permit	Director (staff level, no hearing)	Any Aggrieved Person	Planning Commission	City Council
Tree Removal Permit	Director (staff level, no hearing)	Property Owner	Planning Commission	Planning Commission
Design Review with Public Notice	Director (staff level, no hearing)	Applicant, Property Owner and Owners of Property within Noticing Radius	Planning Commission	Planning Commission
Variance	Director (Zoning Administrator Hearing)	Any Aggrieved Person	Planning Commission	City Council
Minor Use Permit	Director (Zoning Administrator Hearing)	Any Aggrieved Person	Planning Commission	City Council
Minor Special Development Permit	Director (Zoning Administrator Hearing)	Any Aggrieved Person	Planning Commission	City Council
Parcel Map	Director (Zoning Administrator Hearing)	Any Aggrieved Person	Planning Commission	City Council
Design Review by Planning Commission	Planning Commission	Applicant, Property Owner and Owners of Property within Noticing Radius	City Council	City Council
Major Use Permit	Planning Commission	Any Aggrieved Person	City Council	City Council
Special Development Permit (major)	Planning Commission	Any Aggrieved Person	City Council	City Council
Landmark or Resource Alteration Permit	Heritage Preservation Commission	Any Aggrieved Person	City Council	City Council
Tentative Map	Planning Commission	Any Aggrieved Person	City Council	City Council
Rezone	City Council	n/a	n/a	City Council
General Plan or Specific Plan Amendment	City Council	n/a	n/a	City Council
Heritage Designation	City Council	n/a	n/a	City Council

Sunnyvale Municipal Code

[Up](#)[Previous](#)[Next](#)[Main](#)[Search](#)[Print](#)[Title 19. ZONING](#)[Article 6. DISCRETIONARY PERMITS AND PROCEDURES](#)[Chapter 19.98. GENERAL PROCEDURES](#)**19.98.070. Appeals.**

(a) Appeal of Design Review Permits.

(1) Design Review by Director. An applicant, the owner of the subject property, or the owner of a property within the required noticing radius as described in Section 19.98.040, aggrieved by a design review decision of the director of community development with regard to nonconformance with applicable design guidelines may file an appeal to the planning commission by five p.m. on the fifteenth calendar day following such action. All proceedings initiated by the decision of the director of community development shall be suspended pending a determination by the planning commission on the merit of the appeal. The decision of the planning commission is final.

(2) Design Review with Public Hearing. An applicant, the owner of the subject property, or the owner of a property within the required noticing radius as described in Section 19.98.040, aggrieved by a design review decision of the planning commission made pursuant to Section 19.80.040(c) with regard to nonconformance with applicable design guidelines may file an appeal to the city council by five p.m. on the fifteenth calendar day following such action. All proceedings initiated by the decision of planning commission shall be suspended pending a determination by the city council on the merit of the appeal. The decision of city council is final.

(b) Appeal of Tree Removal Permits. The owner of the subject property, aggrieved by a tree removal permit decision of the director of community development may file an appeal to the planning commission after the date of such decision. All proceedings initiated by the decision of the director of community development shall be suspended pending a determination by the planning commission on the merit of the appeal. The decision of the planning commission is final.

(c) Appeal of All Other Permits and Actions. Any person aggrieved, including a member of the planning commission or city council, by the decision of the director of community development, heritage preservation commission or planning commission may file an appeal after the date of such decision. The appeal shall be in writing stating the grounds therefor. All proceedings initiated by the decision of the director of community development or planning commission shall be suspended pending a determination on the merit of the appeal.

(1) Any decision by the director of community development may be appealed to the planning commission and city council, except:

(A) Miscellaneous plan permits and design reviews of wireless telecommunications facilities in the public right-of-way, where the decision of the planning commission is final; except that decisions by the director on findings of convenience or necessity may be appealed directly to the city council.

(B) A decision by the director on a tree removal permit, where the decision by the planning commission is final.

(C) A decision by the director on an application for reasonable accommodation, where the decision by the planning commission is final.

(D) A decision by the director on a variance request on the maximum height of a ground sign, where the decision by the planning commission is final.

(E) A decision by the director on an application to operate a large family child care home in a single-family dwelling, where the decision of the director is final.

(F) A decision by the director that a mobile home park is undergoing a conversion due to reduced occupancy under Chapter 19.72 (Mobile Home Park Conversions) where the appeal is directed to the city council.

(G) A decision by the director regarding a heritage landmark, heritage resource or property located within a heritage landmark district or heritage resource district, where the appeal is directed to the heritage preservation commission, whose decision may be appealed to the city council.

(2) Any action by the planning commission may be appealed to the city council, other than those noted in this section as final with the planning commission.

(3) The following decisions by the heritage preservation commission may be appealed to the city council.

(A) A determination made of whether to recommend designation as a proposed heritage resource or heritage resource district;

(B) The decision to approve, approve as modified, or to deny a landmark alteration permit.

(4) Appeals of decisions by the director of community development to the planning commission shall be filed with the department of community development:

(A) By five p.m. on the fifteenth calendar day following such decision;

(B) By the fifteenth calendar day by a planning commission or city council member on the record at a public hearing. A meeting which extends past midnight is considered to occur on the day it began.

(5) Appeals to the city council shall be filed with the city clerk:

(A) By five p.m. on the fifteenth calendar day following such action;

(B) By the fifteenth calendar day by a planning commissioner or city council member on the record at a public hearing. A meeting which extends past midnight is considered to occur on the day it began.

(d) Appeal of arts commission permit for installation of artwork. Any person aggrieved by an action of the arts commission under Section 19.52.060, including any arts commissioner or city council member, may appeal such action to the city council by filing a written appeal with the city council within fifteen calendar days after the date of such action, in accordance with the procedures for filing appeals to the city council, as set forth in subsection (b)(5) of this section. (Ord. 3031-13 § 5; Ord. 3004-13 § 10; Ord. 2987-12 § 13; Ord. 2983-12 § 6; Ord. 2966-11 § 22; Ord. 2908-09 § 8; Ord. 2808-06 § 8; Ord. 2745-04 § 10; Ord. 2650-00 § 10; Ord. 2623-99 § 1; prior zoning code §§ 19.20.100, 19.44.030(a)—(c), (d), 19.50.060, 19.51.020(e), (f), (g), 19.52.025(g), (g)(3), 19.52.100, 19.52.110, 19.52.120, 19.52.135, 19.54.060, 19.54.070, 19.54.095, 19.56.060, 19.56.075, 19.56.080, 19.56.095, 19.57.030(e), 19.60.011(d), 19.60.027, 19.72.050 (c)(1)—(2)).

DRAFT 10/24/14 JB

ORDINANCE NO. ____-14

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF SUNNYVALE AMENDING TITLE 19 (ZONING)
REGARDING THE APPEAL PROCESS FOR LAND USE
PROJECTS**

WHEREAS, the City Council has reviewed the provisions in the zoning code related to the appeal process for land use decisions, and desires to make certain changes to the code for the purpose of clarity and administrative efficiency.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SUNNYVALE DOES ORDAIN AS FOLLOWS:

SECTION 1. SECTION AMENDED. Section 19.44.140 of Chapter 19.44 (Sign Code) of Title 19 (Zoning) of the Sunnyvale Municipal Code is hereby amended to read as follows:

19.44.140. Appeals, judicial review.

(a) Any action of the director regarding signs may be appealed pursuant to the procedures contained in ~~Section-Chapter 19.98.070(e) (Appeal of all other permits and actions) (General Procedures).~~

(b) ~~Status Quo. During the pendency of review or appeal, the status quo of the subject sign(s) shall be maintained. Stay of Proceedings. The request for appeal shall automatically stay the proceedings until a final decision is rendered on the action, permit or determination being appealed, except This does not apply~~ whenever a sign, by virtue of its physical condition, constitutes an immediate and significant threat to public safety.

(c) [Text unchanged.]

SECTION 2. SECTION AMENDED. Section 19.52.050 of Chapter 19.52 (Art in Private Development) of Title 19 (Zoning) of the Sunnyvale Municipal Code is hereby amended to read as follows:

19.52.050. Art permit.

(a) – (d) [Text unchanged.]

(e) Appeals. Actions of the arts commission may be appealed by any aggrieved person in accordance with Chapter 19.98 (General Procedures); ~~including an arts commissioner or city councilmember. Written appeals shall be filed within fifteen calendar days of the date of the action. The appeal shall state the grounds for the appeal. All proceedings initiated by the action of the arts commission will be suspended pending a final determination by the city council of the appeal's merits at a public hearing.~~ The city council, based on the finding, may either:

(1) – (2) [Text unchanged.]

(f) [Text unchanged.]

SECTION 3. SECTION AMENDED. Section 19.58.060 of Chapter 19.58 (Family Child Care Homes) of Title 19 (Zoning) of the Sunnyvale Municipal Code is hereby amended to read as follows:

19.58.060. Director approval or use permit required.

Except as otherwise modified in this chapter, the requirements and procedures identified in Chapter 19.98 (General Procedures) apply.

(a) Director Approval—Single-Family Dwelling in Residential Zoning District. Each licensee is required to obtain approval by the director of community development for operation of a large family child care home in a single-family dwelling in any residential zoning district. Without public notice or hearing, the director may approve or deny a large family child care home application upon determining its conformance with Section 19.58.050 (Standards for Large Family Child Care Homes) and applicable provisions of this title. The decision of the director shall be final.

(b) – (c) [Text unchanged.]

SECTION 4. SECTION AMENDED. Section 19.58.070 of Chapter 19.58 (Family Child Care Homes) of Title 19 (Zoning) of the Sunnyvale Municipal Code is hereby amended to read as follows:

19.58.070. Revocation of use permit by the planning commission.

A use permit for a large family child care home may be revoked by the planning commission, after a public hearing thereon, by an affirmative vote of a majority of its voting members, when the planning commission finds a violation of or noncompliance with the conditions of approval of the permit. The decision by the planning commission to revoke a use permit for a large family child care home is appealable to the city council under the requirements and procedures in Chapter 19.98 (General Procedures).

SECTION 5. SECTION AMENDED. Section 19.80.040 of Chapter 19.80 (Design Review) of Title 19 (Zoning) of the Sunnyvale Municipal Code is hereby amended to read as follows:

19.80.040. Procedures and decisions.

(a) Design Review without Public Notice or Hearing by Director. For design review applications listed in this subsection, the director of community development may, without public notice or hearing, approve the application as requested or as changed, modified or conditioned by the director or deny the design review application based on Section 19.80.050 (Finding). The following design review applications shall require design review without public notice or hearing:

(1) New single-story single-family or duplex residence in the R-0, R-1 or R-2 zoning district which does not exceed either the FAR or gross floor area threshold established in Section 19.32.020;

(2) Single-story exterior modification or addition to a single-family or duplex residence in the R-0, R-1 or R-2 zoning district which does not exceed either the FAR or gross floor area threshold established in Section 19.32.020; and

(3) As otherwise required by this title.

(b) Design Review with Public Notice and No Hearing by Director. For design review applications listed in this subsection, the director of community development may, after providing public notice as described in ~~Section~~ Chapter 19.98.040 (Public Notice General Procedures) and a 14-day public comment period, approve the application as requested or as changed, modified or conditioned by the director, or deny the design review application based on Section 19.80.050 (Finding). Onsite postings for single-family or duplex projects shall include a streetscape elevation showing the proposed home and one adjacent home on each side. The following design review applications shall require design review with public notice and no hearing:

(1) New two-story single-family or duplex residence in the R-0, R-1 or R-2 zoning district which does not exceed either the FAR or gross floor area threshold established in Section 19.32.020;

(2) Second-story exterior modification or second-story addition to a single-family or duplex residence in the R-0, R-1 or R-2 zoning district which does not exceed either the FAR or gross floor area threshold established in Section 19.32.020;

(3) New nonresidential building adjacent to a residential zoning district and which is not subject to any other discretionary permit in this title;

(4) Exterior modification or addition to a nonresidential building adjacent to a residential zoning district and which is not subject to any other discretionary permit in this title; and

(5) As otherwise required by this title.

(c) Appeal of Decision by Director. A decision by the director of community development on a design review pursuant to subsections (a) and (b) may only be appealed by the applicant, the owner of the subject property, or the owner of a property within the required noticing radius as described in Chapter 19.98 (General Procedures). After receiving an appeal from the decision of the director ~~of community development on a requested design review~~, and following a public hearing, the planning commission by the affirmative vote of a majority of its voting members may:

(1) – (2) [Text unchanged.]

(d) Design Review with Public Hearing by Planning Commission. For design review applications listed in this subsection, the planning commission may, after holding a public hearing, approve the application as requested or as changed, modified or conditioned by the commission, or deny the design review application based on Section 19.80.050 (Finding). Onsite postings for single-

family or duplex projects shall include a streetscape elevation showing the proposed home and one adjacent home on each side. The following design review applications shall be require design review at a public hearing by the planning commission:

(1) New single-family or duplex residence in the R-0, R-1 or R-2 zoning district which exceeds either the FAR or gross floor area threshold established in Section 19.32.020;

(2) Addition to a single-family or duplex residence in the R-0, R-1 or R-2 zoning districts which exceeds the FAR or gross floor area threshold established in Section 19.32.020;

(3) Multiple-family projects of 3 to 50 units. in the R-2, R-3, R-4, R-5 and R-MH zoning districts and which is not subject to any other discretionary permit or action by this title; and

(4) As otherwise required by this title.

(e) Appeal of Decision by Planning Commission. A decision by the planning commission on a design review pursuant to subsection (d) may only be appealed by the applicant, the owner of the subject property, or the owner of a property within the required noticing radius as described in Chapter 19.98 (General Procedures). After receiving an appeal from the decision of the planning commission, ~~on a requested design review,~~ and following a public hearing, the city council by the affirmative vote of a majority of its voting members may:

(1) – (2) [Text unchanged.]

SECTION 6. SECTION REPEALED. Section 19.82.030 of Chapter 19.82 (Miscellaneous Plan Permit) of Title 19 (Zoning) of the Sunnyvale Municipal Code is hereby repealed as follows:

~~19.82.030. Procedures.~~

~~Upon a decision by the city council to approve or deny an application on appeal for a determination of a finding of convenience or necessity, the director of community development is authorized to prepare a letter addressed to the applicant on behalf of the city, declaring that the city has made a determination that the public convenience or necessity would or would not be served by issuance of a permit for the purposes of Business and Professions Code Section 23958.4(b)(2), and that such determination shall be final.~~

SECTION 7. SECTION AMENDED. Section 19.82.040 of Chapter 19.82 (Miscellaneous Plan Permit) of Title 19 (Zoning) of the Sunnyvale Municipal Code is hereby renumbered and amended to read as follows:

19.82.040030. Procedures and Decisions.

(a) Review without Public Notice or Hearing by Director. Except for those applications listed in subsection (b), the director of community development, without notice or hearing, may:

(1) Approve the miscellaneous plan permit as requested or as changed, modified or conditioned by the director, if the director finds that the use or project as approved meets at least one of the required findings.

(2) Deny the miscellaneous plan permit if the director finds that the use or project would not meet either of the required findings.

(b) Review with Public Notice and No Hearing by Director. For miscellaneous plan permit applications listed in this subsection, the director of community development may, after providing public notice as described in ~~Section—Chapter~~ 19.98.040 (~~Public Notice~~General Procedures) and a 14-day public comment period, approve the application as requested or as changed, modified or conditioned by the director, or deny the application based on the required findings. The following miscellaneous plan permit applications shall require review with public notice and no hearing:

- (1) Accessory structures as regulated in Chapter 19.40;
- (2) Donation centers for used goods;
- (3) Medical clinics; and
- (4) As otherwise required by this title.

(c) Appeal of Decision by Director—General. After receiving an appeal from the decision of the director of community development on a miscellaneous plan permit, and following a public hearing, the planning commission, whose decision is final, by the affirmative vote of a majority of its voting members may:

- (1) – (2) [Text unchanged.]

(d) Appeal of Decision by Director—Determination of Convenience and Necessity. The decision by the director of community development on a determination of a finding of convenience or necessity may be appealed directly to the city council. After receiving an appeal from the decision of the director on a requested determination of convenience or necessity and following a public hearing, the city council by the affirmative vote of a majority of its voting members may:

- (1) – (2) [Text unchanged.]

(3) Upon a decision by the city council to approve or deny an application on appeal for a determination of a finding of convenience or necessity, the director of community development is authorized to prepare a letter addressed to the applicant on behalf of the city, declaring that the city has made a determination that the public convenience or necessity would or would not be served by issuance of a permit for the purposes of Business and Professions Code Section 23958.4(b)(2), and that such determination shall be final.

SECTION 8. SECTION AMENDED. Section 19.82.050 of Chapter 19.82 (Miscellaneous Plan Permit) of Title 19 (Zoning) of the Sunnyvale Municipal Code is hereby renumbered to read as follows:

19.82.050040. Findings.

- (a) – (b) [Text unchanged]

SECTION 9. SECTION AMENDED. Section 19.84.040 of Chapter 19.84 (Variances) of Title 19 (Zoning) of the Sunnyvale Municipal Code is hereby amended to read as follows:

19.84.040. Actions.

- (a) [Text unchanged.]
- (b) After receiving either an application for a variance, or an appeal from the decision of the director of community development on a requested variance, and following a public hearing, the planning commission by the affirmative vote of a majority of its voting members may:

(1) – (2) [Text unchanged.]

The decision of the planning commission on appeal shall be final.

- (c) [Text unchanged.]

SECTION 10. SECTION AMENDED. Section 19.88.040 of Chapter 19.88 (Use Permits) of Title 19 (Zoning) of the Sunnyvale Municipal Code is hereby amended to read as follows:

19.88.040. Actions.

- (a) [Text unchanged.]
- (b) After receiving either an application for a use permit, or an appeal from the action of the director of community development on a requested use permit, and following at least one public hearing, the planning commission by the affirmative vote of a majority of its voting members may:

(1) – (2) [Text unchanged.]

The decision of the planning commission on appeal shall be final.

- (c) [Text unchanged.]

SECTION 11. SECTION AMENDED. Section 19.90.040 of Chapter 19.90 (Special Development Permits) of Title 19 (Zoning) of the Sunnyvale Municipal Code is hereby amended to read as follows:

19.90.040. Decisions.

- (a) [Text unchanged.]
- (b) After receiving either an application for a special development permit, or an appeal from the decision of the director of community development on a requested special development permit, and following a public hearing, the planning commission by the affirmative vote of a majority of its voting members may:

(1) – (2) [Text unchanged.]

The decision of the planning commission on appeal shall be final.

- (c) [Text unchanged.]

SECTION 12. SECTION ADDED. Section 19.94.065 of Chapter 19.94 (Tree Preservation) of Title 19 (Zoning) of the Sunnyvale Municipal Code is hereby added to read as follows:

19.94.065. Decisions and procedures.

(a) Review by Director. The director of community development may, without notice or hearing, approve the tree removal permit as requested, or as changed, modified or conditioned by the director, or deny the tree removal permit application, consistent with the standards and criteria set forth in Chapter 19.94;

(b) Appeal of Decision by Director. A decision by the director of community development on a tree removal permit may only be appealed by the owner of the subject property. After receiving an appeal from the decision of the director on a tree removal permit, and following a public hearing, the planning commission by the affirmative vote of a majority of its voting members, pursuant to the criteria in this Chapter, may approve the tree removal permit as requested, or as changed, modified or conditioned, or may deny the tree removal permit application. The decision of the planning commission shall be final.

SECTION 13. SECTION AMENDED. Section 19.96.065 of Chapter 19.96 (Heritage Preservation) of Title 19 (Zoning) of the Sunnyvale Municipal Code is hereby repealed and replaced in its entirety to read as follows:

19.96.065. Ranking of heritage resources, alteration process.

(a) – (c) [Text unchanged.]

(d) No person shall carry out or cause to be carried out on a heritage resource or in a heritage resource district any material change in exterior appearance of such resource or district through alteration, construction, relocation, or demolition without a resource alteration permit issued by the heritage preservation commission as described in Section 19.96.095. Minor modifications to heritage resources or heritage resource districts may be processed by city staff through the miscellaneous plan permit process set forth in ~~Chapter Section~~ 19.82.030(a) of this code, provided, however, that appeal of such decision shall be made to the heritage preservation commission rather than the planning commission, and the decision of the heritage preservation commission shall be final.

SECTION 14. SECTION AMENDED. Section 19.98.070 of Chapter 19.98 (General Procedures) of Title 19 (Zoning) of the Sunnyvale Municipal Code is hereby repealed and replaced in its entirety to read as follows:

19.98.070. Appeals and Calls for Review.

(a) Authorization to Appeal. Unless otherwise modified or limited by specific provisions of this title, or otherwise required by state law, decisions may be appealed as follows:

(1) Appeal of Director Decision to Planning Commission. Any person aggrieved by a final decision of the director of community development

may appeal the decision to the planning commission, whose decision on appeal shall be final.

(2) Appeal of Commission Decision to City Council. Any person aggrieved by a final decision of the heritage preservation commission, arts commission, or planning commission may appeal the decision to the city council, provided, however, that a commission decision on a matter appealed from a decision of the director shall be final and may not be appealed to the city council.

(3) Members of the Planning Commission and City Council. City councilmembers and planning commissioners may call up a decision for review pursuant to subsection (e), and may not appeal a decision unless they are the applicant on the project.

(4) Appeals may be filed by more than one person.

(b) Timing and Filing of Appeal. An appeal shall be initiated as follows:

(1) Appeal Period. Any appeal shall be filed by 5:00 p.m. of the fifteenth day following the decision being appealed. A meeting which extends past midnight is considered to occur on the day it began. When the appeal period ends on a weekend or holiday, the time limits shall be extended to the next working day.

(2) Filing Requirements. An appeal shall be submitted in writing, and shall be accompanied by the required fee, as set by resolution of the city council, and shall state the decision appealed from, the facts and basis for the appeal, and the relief or action sought. Appeals of decisions by the director of community development to the planning commission shall be filed with the community development department. Appeals to the city council shall be filed with the city clerk.

(c) Appeal Stays Action. The timely filing of an appeal shall automatically stay the operative effect of the action, permit, decision or determination from which the appeal has been taken until a final decision is rendered on the appeal.

(d) Withdrawal of Appeal. An appellant may submit a written request to withdraw their appeal any time before the scheduled hearing for the appeal, in which case the appeal shall not move forward and the decision that was the subject of the appeal shall be the final decision.

(e) Call for Review. Decisions may be called up for review to the next higher decision-making body as follows:

(1) City Council Requests. Any two councilmembers may request city council review of any decision appealable to the city council, as prescribed in this title.

(2) Planning Commission Requests. Any two planning commissioners may request planning commission review of a final decision made by the director of community development after holding a public hearing, if the decision is appealable to the planning commission, as prescribed in this title.

(3) Timing and Filing of Call for Review. To initiate a review, written requests shall be filed prior to the end of the appeal period prescribed in subsection (b). No reasons shall be stated in the written request for review and no

appeal fee shall be required. If councilmembers or planning commissioners call for a review of a decision as provided in this section, there is a presumption that the reason for the review is that the action is of significant importance to the community. No inference of bias shall be made or implied due to such a request for review being filed by a decision-maker.

(4) Procedures and Decisions. Upon receiving a request for city council review of a decision from at least two councilmembers within the designated timeframe, the item shall be placed on the next appropriate agenda, as determined by the city manager. Upon receiving a request for review from at least two planning commissioners within the designated timeframe, the item shall be placed on the next appropriate agenda, as determined by the director of community development. Any matter called up for review pursuant to this section shall be heard in the same manner as an appeal as prescribed in subsection (f).

(5) Call for Review Stays Action. The timely filing of a call for review shall automatically stay the operative effect of the action, permit, decision or determination from which the call has been made until a final decision is rendered on the matter.

(f) Procedures and Decisions. The procedure for the public hearing on the appeal or call for review shall be conducted as follows:

(1) Public Notice. Public notice of the appeal hearing shall be provided as prescribed in Section 19.98.040 (Public Notice).

(2) Scope of Hearing. Consideration of appeals and calls for review shall be de novo. The reviewing body is not bound by the decision that has been appealed or limited to the issues raised on appeal by the appellant.

(3) Decision of Review Body. After the hearing, the reviewing body shall affirm, modify, or reverse the original decision based on the evidence and findings.

(g) Effective Date of Decision. A decision by the city council or planning commission regarding an appeal or review becomes final on the date of the decision.

~~19.98.070. — Appeals.~~

~~(1) — Design Review by Director. An applicant, the owner of the subject property, or the owner of a property within the required noticing radius as described in Section 19.98.040, aggrieved by a design review decision of the director of community development with regard to nonconformance with applicable design guidelines may file an appeal to the planning commission by five p.m. on the fifteenth calendar day following such action. All proceedings initiated by the decision of the director of community development shall be suspended pending a determination by the planning commission on the merit of the appeal. The decision of the planning commission is final.~~

~~(2) — Design Review with Public Hearing. An applicant, the owner of the subject property, or the owner of a property within the required noticing radius as described in Section 19.98.040, aggrieved by a design review decision of the planning commission made pursuant to Section 19.80.040(c) with regard to nonconformance with applicable design guidelines may file an appeal to the city council by five p.m. on the fifteenth calendar day following such action. All proceedings initiated by the decision of~~

~~planning commission shall be suspended pending a determination by the city council on the merit of the appeal. The decision of city council is final.~~

~~b) — Appeal of Tree Removal Permits. The owner of the subject property, aggrieved by a tree removal permit decision of the director of community development may file an appeal to the planning commission after the date of such decision. All proceedings initiated by the decision of the director of community development shall be suspended pending a determination by the planning commission on the merit of the appeal. The decision of the planning commission is final.~~

~~(e) — Appeal of All Other Permits and Actions. Any person aggrieved, including a member of the planning commission or city council, by the decision of the director of community development, heritage preservation commission or planning commission may file an appeal after the date of such decision. The appeal shall be in writing stating the grounds therefor. All proceedings initiated by the decision of the director of community development or planning commission shall be suspended pending a determination on the merit of the appeal.~~

~~(1) — Any decision by the director of community development may be appealed to the planning commission and city council, except:~~

~~(A) — Miscellaneous plan permits and design reviews of wireless telecommunications facilities in the public right-of-way, where the decision of the planning commission is final; except that decisions by the director on findings of convenience or necessity may be appealed directly to the city council.~~

~~(B) — A decision by the director on a tree removal permit, where the decision by the planning commission is final.~~

~~(C) — A decision by the director on an application for reasonable accommodation, where the decision by the planning commission is final.~~

~~(D) — A decision by the director on a variance request on the maximum height of a ground sign, where the decision by the planning commission is final.~~

~~(E) — A decision by the director on an application to operate a large family child care home in a single family dwelling, where the decision of the director is final.~~

~~(F) — A decision by the director that a mobile home park is undergoing a conversion due to reduced occupancy under Chapter 19.72 (Mobile Home Park Conversions) where the appeal is directed to the city council.~~

~~(G) — A decision by the director regarding a heritage landmark, heritage resource or property located within a heritage landmark district or heritage resource district, where the appeal is directed to the heritage preservation commission, whose decision may be appealed to the city council.~~

~~(2) — Any action by the planning commission may be appealed to the city council, other than those noted in this section as final with the planning commission.~~

~~(3) — The following decisions by the heritage preservation commission may be appealed to the city council:~~

~~(A) — A determination made of whether to recommend designation as a proposed heritage resource or heritage resource district;~~

~~(B) — The decision to approve, approve as modified, or to deny a landmark alteration permit.~~

~~_____ (4) Appeals of decisions by the director of community development to the planning commission shall be filed with the department of community development:~~

~~_____ (A) By five p.m. on the fifteenth calendar day following such decision;~~

~~_____ (B) By the fifteenth calendar day by a planning commission or city council member on the record at a public hearing. A meeting which extends past midnight is considered to occur on the day it began.~~

~~_____ (5) Appeals to the city council shall be filed with the city clerk:~~

~~_____ (A) By five p.m. on the fifteenth calendar day following such action;~~

~~_____ (B) By the fifteenth calendar day by a planning commissioner or city council member on the record at a public hearing. A meeting which extends past midnight is considered to occur on the day it began.~~

~~_____ (d) Appeal of arts commission permit for installation of artwork. Any person aggrieved by an action of the arts commission under Section 19.52.060, including any arts commissioner or city council member, may appeal such action to the city council by filing a written appeal with the city council within fifteen calendar days after the date of such action, in accordance with the procedures for filing appeals to the city council, as set forth in subsection (b)(5) of this section.~~

SECTION 15. 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 16. 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 17. EFFECTIVE DATE. This ordinance shall be in full force and effect thirty (30) days from and after the date of its adoption.

SECTION 18. 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 _____, 2014, and adopted as an ordinance of the City of Sunnyvale at a regular meeting of the City Council held on _____, 2014, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

RECUSAL:

ATTEST:

APPROVED:

City Clerk
Date of Attestation: _____

Mayor

(SEAL)

APPROVED AS TO FORM:

City Attorney

OTHER CITIES' APPEAL PROCEDURES

	Who may appeal?	Can multiple appeals be accepted for one project?	When appealed, is the scope of the hearing limited to issues raised in the appeal letter or de novo ("start over")?	What are the procedures for Council to appeal a decision of a lower body, if any?	Can an appeal be withdrawn, in which case the decision stands?	What is the appeal fee? Is Council required to pay the fee?	Are there procedures for Council to "call up" a project for which Council is not the decision making body (versus appeal)?
Mountain View	General Public	Yes	De novo	Any one member allowed to appeal any project for Council to review; given a list of projects that are being reviewed by lower bodies.	Yes	50% of the original fee; no fee for Council	Clerks office acts as a gatekeeper for Council; gives council a list of all projects being reviewed and Council can choose to review any of those projects
Palo Alto	General Public	Yes	Limited, unless Council requests a new hearing to review entire project	PC doesn't approve items, but provides recommendations to Council. Architectural Review Board approves design review applications, but public can request Director's Hearing which can then be appealed to Council.	No	\$400; no fee for Council	Council receives a list of projects and can choose to review any of those projects.
Cupertino	General Public	Yes	De novo	Any one member allowed to appeal any project for Council to review.	Yes	\$177; no fee for Council	Yes, Council may call a project up for review, but it is not explicit in the ordinance.
Santa Clara	Applicant or anyone affected	No, but looking to change	De novo	Any one member may appeal projects within appeal period or at its first regular meeting when a formal notice of decision and action is provided.	No	\$360 fee for everyone	No procedure
San Jose	Applicant, Property Owner or Tenant within 1000 feet	Yes	De novo	None exist, Councilmembers cannot appeal a project unless they fit the appellant description.	Yes, but only while appeal period is open.	\$100/\$2,232; unsure about Council fee	No procedure

OTHER CITIES' APPEAL PROCEDURES

	Who may appeal?	Can multiple appeals be accepted for one project?	When appealed, is the scope of the hearing limited to issues raised in the appeal letter or de novo ("start over")?	What are the procedures for Council to appeal a decision of a lower body, if any?	Can an appeal be withdrawn, in which case the decision stands?	What is the appeal fee? Is Council required to pay the fee?	Are there procedures for Council to "call up" a project for which Council is not the decision making body (versus appeal)?
Redwood City	General Public	No	De novo	Requires 2 members to call up a project to be reviewed by Council, but must be done through a written statement within the appeal period. The written statement can be separate letters on different issues with one project, or can be a joint letter.	Yes	\$270; no fee for Council	No procedure
San Mateo	Applicant or Citizen/Taxpayer		De novo	Any one member may appeal a project to be reviewed by Council, but must be done through a written statement within the appeal period.	Not specified	\$500; no fee for Council	Not specified
County of Santa Clara	Planning Director	Yes	De novo	None exist.	Yes	Single family residence \$916, All others \$1,359; No fee for administrative appeal	No procedure
Sunnyvale (Current)	Applicant, owner of the subject property, owner of a property within the required noticing radius for certain projects, or PC or CC members	No	De novo	Any one member may appeal a project to be reviewed by Council, but must be done through a written statement within the appeal period.	No	\$150.50; No fee for Council appeal	No procedure

Policy 1.1.4 Council and Planning Commission Review of Land Use Decisions and Opportunity to Appeal

POLICY PURPOSE:

Title 19 (Zoning Code) of the Municipal Code provides that either the Administrative Hearing Officer or Planning Commission will take final action on most land use requests requiring a public hearing unless appealed to the next higher hearing body. The Zoning Code makes provisions for land use decisions to be made by the Director of Community Development, Planning Commission or City Council. Some of these decisions must be made at a public hearing: an Administrative Hearing or Planning Commission. Many of the decisions made at these hearings may be appealed “up” to the next higher body: Planning Commission or City Council. An appeal may be made by an applicant, a member of the public, or any individual Planning Commissioner or City Councilmember. The purpose of this policy is to set forth a routine procedure whereby the Planning Commission or City Council will receive information regarding the agendas and actions of the lower body(s) and have opportunities to appeal the decisions of the lower body.

POLICY STATEMENT:

City Council

The City Council will receive annotated agendas in the form of Draft Summary Minutes (from the Planning Commission) and Action Summaries (from an Administrative Hearing) noting actions of Planning Commission and Administrative Hearings (conducted by the Director of Community Development or designee who shall be called the Administrative Hearing Officer). Annotated agendas will be received within the appeal period. Any one Councilmember may appeal an item within the prescribed appeal period by stating the reason for an appeal. If appealed, those items which were heard by the Administrative Hearing Officer will be appealed to the Planning Commission; those items which were heard by the Planning Commission will be appealed to the City Council. Staff will notice the hearings for any appeal, as specified in the Zoning Code.

Planning Commission

The Planning Commission will receive annotated agendas noting actions on Administrative Hearing items. Materials will be received within the appeal period. Any one Planning Commissioner may appeal an item within the prescribed appeal period by stating the reason for an appeal. If appealed, an item will be scheduled for a Planning Commission hearing. Staff will notice the hearings for any appeal as specified in the Zoning Code.

Public

Nothing in this policy would alter or preclude the public's ability to appeal an action by the Director of Community Development or Planning Commission as provided in the Zoning Code.

(Adopted: RTC 85-198 (4/30/1985); Amended 04-077 (2/24/2004); 03-140 (5/2/03); (Clerical/clarity update, Policy Update Project 8/2005))

Lead Department: Community Development

EXCERPT

Planning Commission

Meeting Minutes - Final

- 4 [14-0749](#) Introduce an Ordinance to Amend Title 19 (Zoning) Regarding the Appeal Process for Land Use Projects (Study Issue, CDD 14-15); Repeal Council Policy 1.1.4 on Appeals; and make a Finding that the Proposed Project is Exempt from the Requirements of the California Environmental Quality Act (CEQA) Pursuant to CEQA Guidelines 15061(b)(3)
(Planning File: 2014-7434)
Staff Contact: Rosemarie Zulueta, (408) 730-7437, rzulueta@sunnyvale.ca.gov

Rosemarie Zulueta, Associate Planner, presented the staff report and noted that a corrected version of the Ordinance has been provided on the dais.

Comm. Harrison verified with Trudi Ryan, Planning Officer, that the Planning Commission will be made aware of decisions of the Director of Community Development via annotated agendas sent after each Zoning Administrator hearing.

Comm. Klein discussed with Ms. Ryan how meetings will be held during instances where there are multiple appellants, and discussed decisions that may be appealed to the Heritage Preservation and Arts Commissions. Comm. Klein and Ms. Ryan discussed the number and type of Variances approved by the Zoning Administrator.

Comm. Rheume confirmed with Ms. Ryan the definitions of Zoning Administrator and Director of Community Development, and that this proposal would allow the Planning Commission to call an item up to be reviewed.

In response to Comm. Harrison's inquiry, Ms. Ryan provided an example of the Miscellaneous Plan Permit - Findings of Public Convenience and Necessity permit type.

Chair Melton noted that he sees potential benefits in having a call for review process, and confirmed with Ms. Zulueta that if the City Council implements a process that allows a call for review without an explanation, the ensuing public hearing would be a de novo and not a limited scope public hearing. Chair Melton and Kathryn Berry, Senior Assistant City Attorney, discussed the merits of de novo and limited scope public hearings, and he confirmed with Ms. Zulueta that a City Council-requested call for review could be withdrawn after submission. Chair Melton discussed with Ms. Ryan the pros and cons of being able to withdraw an appeal or call for review, confirmed that members of the public are required to state their reasons for appeal, and discussed with staff the number of people required for a call for review.

Comm. Durham discussed further with Ms. Ryan the call for review and withdrawal

EXCERPT

Planning Commission

Meeting Minutes - Final

process.

Chair Melton opened the public hearing, and upon seeing no speakers for this item, closed the public hearing.

Comm. Durham moved to recommend to City Council Alternatives:

1. Find that the project is exempt from CEQA pursuant to CEQA Guideline 15061(b)(3).
2. Introduce an ordinance to amend Sunnyvale Municipal Code Section 19.98.070, regarding appeals of land use decisions, as set forth in Attachment 4, which:
 - Creates a call for review process that requires a minimum of two Council Members or Planning Commissioners to request City Council or Planning Commission review of a decision;
 - Clarifies and simplifies the appeal process consistent with the City's continuous efforts to "Retool the Zoning Code";
 - Formalizes the current practice of conducting appeals as de novo hearings; and
 - Allows an appellant to withdraw their appeal.
3. Repeal Council Policy 1.1.4.

Comm. Rheume seconded.

Comm. Durham said he thinks it is a good idea to go through this plan, that the improvements will work out better and provide more clarity and that staff has done an excellent job.

Comm. Rheume said the goal of this study is to clarify regulations and procedures which is what this is doing, and that staff did great job.

Chair Melton said he appreciates the effort of staff to do all of the research and craft the ordinance which makes a lot of sense, and that he is especially in favor of the potential new call for review process.

MOTION: Comm. Durham moved to recommend to City Council Alternatives:

1. Find that the project is exempt from CEQA pursuant to CEQA Guideline 15061(b)(3).
2. Introduce an ordinance to amend Sunnyvale Municipal Code Section 19.98.070, regarding appeals of land use decisions, as set forth in Attachment 4, which:
 - Creates a call for review process that requires a minimum of two Council Members or Planning Commissioners to request City Council or Planning Commission review of a decision;

EXCERPT

Planning Commission

Meeting Minutes - Final

- Clarifies and simplifies the appeal process consistent with the City's continuous efforts to "Retool the Zoning Code";
- Formalizes the current practice of conducting appeals as de novo hearings; and
- Allows an appellant to withdraw their appeal.

3. Repeal Council Policy 1.1.4.

Comm. Rheume seconded. The motion carried by the following vote:

Yes: 6 - Chair Melton
Commissioner Durham
Commissioner Harrison
Commissioner Klein
Commissioner Rheume
Commissioner Simons

No: 0

Absent: 1 - Vice Chair Olevson

NON-AGENDA ITEMS AND COMMENTS**COMMISSIONER ORAL COMMENTS**

Chair Melton provided clarification on his recusal from item 1.B.

STAFF ORAL COMMENTS

Ms. Ryan provided an overview of upcoming items going to, and those recently heard by, City Council.

INFORMATION ONLY ITEMS

None.

ADJOURNMENT

With no further business Chair Melton adjourned the meeting at 10:42 p.m.



City of Sunnyvale

Agenda Item

14-0993

Agenda Date: 11/25/2014

REPORT TO COUNCIL

SUBJECT

Amend the Salary Table of the Salary Resolution and the Classification Plan to Add the Newly Established Classifications of Principal Network Engineer, Principal Design and Construction Operator, and Water Pollution Control Plant (WPCP) Control Systems Integrator

BACKGROUND

This report recommends amending the Salary Table of the City's Salary Resolution and the Classification Plan to add the newly established classifications of Principal Network Engineer, Principal Design and Construction Operator, and WPCP Control Systems Integrator.

EXISTING POLICY

Section 1103, Classification, of the City Charter states that additions or changes to the classification plan may be adopted from time to time by the City Council upon the recommendation of the City Manager.

ENVIRONMENTAL REVIEW

N/A

DISCUSSION

Principal Network Engineer

Through the FY 2014/15 budget process, the Information Technology Department (ITD) requested the Department of Human Resources develop a new classification of Principal Network Engineer. ITD requested this new classification due to an increased level of complexity in Network Engineering. The requirement for involvement in strategic technical decisions and need for independence of action has increased steadily in this field. This new classification differs from the classification of Network Engineer in that the latter is responsible for engineering and analysis assignments of moderate scope and complexity under oversight of the new Principal Network Engineer position. The Principal Network Engineer will be responsible for new and highly complex projects, engineering and analysis assignments including the assessment of new technologies for their use within the City and the development of processes, procedures, and standards for use of such equipment. The Principal Network Engineer will provide lead direction, support, and training to subordinate positions within the division. The Principal Network Engineer classification has been benchmarked to other similar classifications in the list of comparable agencies in the Sunnyvale Employee Association (SEA) Memorandum of Understanding. SEA was provided notice and an opportunity to comment on the proposed Principal Network Engineer classification.

Principal Design and Construction Operator

Through the FY 2014/15 budget process, the Environmental Services Department (ESD) requested

the Department of Human Resources develop a new classification of Principal Design and Construction Operator. ESD has requested this classification be created to fill the role of key liaison for all Plant construction projects, to coordinate with all other Plant key operational areas (operations, electrical, instrumentation, mechanical) in providing input into project designs, to coordinate Plant shut down requests, approve construction schedules as related to the Plant operations, and be the gatekeeper to ensure smooth flow of construction projects while minimizing impacts to everyday operations, ensuring safe and compliant implementation of projects. The Principal Design and Construction Operator classification has been benchmarked to other similar classifications in the list of comparable agencies in the SEA Memorandum of Understanding. SEA was provided notice and an opportunity to comment on the proposed Principal Design and Construction Operator classification.

WPCP Control Systems Integrator

Through the FY 2014/15 budget process, ESD also requested the Department of Human Resources develop a new classification of WPCP Control Systems Integrator. ESD has requested this classification be created to fill the role responsible for the automation and control system design of the new facilities and also the upgrade and integration of existing control system facilities. This position will work with the design engineers and be responsible for translating operator preferences into control sequencing to be transmitted to the design engineers and ensure implementation during construction. This position will also ensure consistent control system programming throughout the 10+ year implementation period and be the City representative responsible for the maintenance of these systems after construction is complete. The WPCP Control Systems Integrator classification has been benchmarked to other similar classifications in the list of comparable agencies in the SEA Memorandum of Understanding. SEA was provided notice and an opportunity to comment on the proposed WPCP Control Systems Integrator classification.

FISCAL IMPACT

The FY 2014/15 Adopted Budget includes all three of these positions in their respective departments. As the specific classifications and salary ranges were not developed at the time the budget was prepared, staff estimated the anticipated salary ranges and incorporated those into the budget. The final salary ranges developed for each position are within the ranges included in the budget. Additionally, the two positions at the Water Pollution Control Plant are only budgeted through the duration of the WPCP renovation project. These positions will be re-evaluated as the project closes, currently anticipated to occur in FY 2023/24.

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 Senior Center, Community Center and Department of Public Safety; and by making the agenda and report available at the Sunnyvale Public Library, the Office of the City Clerk and on the City's website.

ALTERNATIVES

1. Adopt Resolutions to amend the Salary Table of the City's Salary Resolution and the Classification Plan to add the newly established classifications of Principal Network Engineer, Principal Design and Construction Operator, and WPCP Control Systems Integrator that will become effective at the beginning of the first pay period after November 11, 2014.
2. Do not approve the recommendations included in this report.

STAFF RECOMMENDATION

Alternative 1: Adopt Resolutions to amend the Salary Table of the City's Salary Resolution and the Classification Plan to add the newly established classifications of Principal Network Engineer, Principal Design and Construction Operator, and WPCP Control Systems Integrator that will become effective at the beginning of the first pay period after November 11, 2014.

Prepared by: Delanie LoFranco, Human Resources Manager

Reviewed by: Teri Silva, Director, Human Resources

Reviewed by: Robert A. Walker, Assistant City Manager

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Resolution to Amend the Classification Plan
2. Resolution to Amend the Salary Resolution

RESOLUTION NO. ____-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUNNYVALE AMENDING THE CLASSIFICATION PLAN OF THE CIVIL SERVICE BY ADDING THE NEWLY ESTABLISHED CLASSIFICATIONS OF PRINCIPAL NETWORK ENGINEER, PRINCIPAL DESIGN AND CONSTRUCTION OPERATOR, AND WPCP CONTROL SYSTEMS INTEGRATOR AND ADDING THE CLASSIFICATION SPECIFICATIONS THEREFORE

WHEREAS, at the request of the Information Technology Department, the Human Resources staff has proposed an amendment to the Classification Plan of the Civil Service of the City of Sunnyvale to add the newly-established job classification of "Principal Network Engineer" and to add the classification specifications therefore; and

WHEREAS, at the request of the Environmental Services Department, the Human Resources staff has proposed an amendment to the Classification Plan of the Civil Service of the City of Sunnyvale to add the following newly-established job classifications of "Principal Design and Construction Operator" and "WPCP Control Systems Integrator" and to add the classification specifications therefore;

WHEREAS, the City Council having considered such proposals and recommendations;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUNNYVALE THAT:

1. The City Council hereby amends the Classification Plan of the Civil Service by adding the new job classification title of "Principal Network Engineer" and by adding the corresponding classification specification to read as set forth in Exhibit A attached hereto.
2. The City Council hereby amends the Classification Plan of the Civil Service by adding the new job classification title of "Principal Design and Construction Operator" and by adding the corresponding classification specification to read as set forth in Exhibit B attached hereto.
3. The City Council hereby amends the Classification Plan of the Civil Service by adding the new job classification title of "WPCP Control Systems Integrator" and by adding the corresponding classification specification to read as set forth in Exhibit C attached hereto.
3. Except as herein modified, the Classification Plan, Resolution No. 143-77, as amended, shall remain in full force and effect.
4. This resolution shall take effect at the beginning of the first pay period after November 11, 2014.

Adopted by the City Council at a regular meeting held on _____, 2014, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

RECUSAL:

ATTEST:

APPROVED:

City Clerk
(SEAL)

Mayor

APPROVED AS TO FORM:

City Attorney

EXHIBIT A



CITY OF SUNNYVALE
Established Date: TBD

PRINCIPAL NETWORK ENGINEER

Class Code:
2204

Bargaining Unit: Sunnyvale Employees Association

SALARY RANGE

\$53.17 - \$67.86 Hourly
\$4,253.79 - \$5,429.05 Biweekly
\$9,216.55 - \$11,762.94 Monthly
\$110,598.59 - \$141,155.25 Annually

DEFINITION:

Under general direction of the Information Technology Manager, coordinates, monitors, and supports multiple information technology areas that may include one or more citywide systems of data, voice, video networks, and/or server platforms; and performs other duties as assigned.

DISTINGUISHING CHARACTERISTICS

Principal Network Engineer is an advanced journey-level position. Incumbents perform system and network engineering assignments on a wide range of highly complex projects. The Principal Network Engineer is primarily responsible for the communications and computing infrastructure of the City. This classification differs from the classification of Network Engineer in that the latter is responsible for engineering and analysis assignments of moderate scope and complexity under oversight of the Principal Network Engineer. The Principal Network Engineer is responsible for new projects, engineering and analysis assignments including the assessment of new technologies for their appropriate use within the City and the development of processes, procedures, and standards for use of such equipment. Incumbents in the Principal Network Engineer provide lead direction and training to subordinate positions within the unit.

ESSENTIAL JOB FUNCTIONS:

(May include, but are not limited to, the following):

- Oversees the planning, design, installation, and support systems of data, voice, and video network infrastructures, equipment, servers and

EXHIBIT A

- applications to achieve optimum performance.
- Reviews and evaluates technological network related needs and recommends appropriate solutions.
- Communicates effectively with internal clients to identify needs and evaluate alternative business solutions.
- Continually seeks opportunities to increase internal client satisfaction and develop client relationships.
- Manages internal client expectations effectively.
- Monitors project progress in a timely manner.
- Troubleshoots network systems to determine cause(s) of failure and resolves problems
- Designs and recommends changes to the wiring infrastructure.
- Performs structured and complex analyses, designs and develops integrated information flow.
- Provides technical consultation and assistance to users and other technical staff.
- Responsible for inventory management of software licenses, software, hardware, and other IT supplies for server and network infrastructure
- Monitors system capacity and utilization; performs necessary restructure or expansion.
- Installs, upgrades, and manages network operating systems and configures operating systems and layered software.
- Defines standards of appropriate usage and performance of systems in accordance.
- Develops security and integrity of network systems to ensure protection from inappropriate access or destruction.
- Researches, designs, and executes business continuity plans.
- Develops and executes preventative maintenance programs identifying weaknesses of current system to determine critical server issues.
- Develops contract specifications, coordinates services and monitors terms and agreements provided by vendors and independent contractors.
- Evaluates and monitors the acquisition and operational cost of network and server related items to obtain the best results, meet budget guidelines and ensure system compatibility.
- Creates databases and develops benchmarks for operations testing.
- Ensures compliance with industry regulations.
- Facilitates effective team interaction.
- Mentors those with less experience and training.
- Trains other city staff through both formal and informal training programs
- Develops and maintains technical system documentation. Ensures completion of technical documentation by subordinates.
- Develops training programs and materials and provides training to users and other technical staff.
- May provide verbal and written reports in assigned areas of responsibility.

WORKING CONDITIONS

Position requires prolonged sitting, standing, walking, kneeling, crawling,

EXHIBIT A

squatting and stooping in the performance of daily activities. The position also requires repetitive hand movement and fine motor coordination in performing computer installation and repair and preparing reports using a computer keyboard. Additionally, the position requires both near and far vision when repairing and installing computers, and color vision is required to accurately interpret visual displays and voice and data wiring color code standards. The nature of the work also requires the ability to climb ladders, drive motorized vehicles and work in small spaces. Acute hearing is required when communicating by telephone and in person. The need to lift, drag and push equipment and materials weighing up to 50 pounds is also required. Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodation.

MINIMUM QUALIFICATIONS:

Education and Experience:

The minimum qualifications for education and experience can be met in the following way:

A Bachelor of Science degree from an accredited college or university in Computer Engineering or related field, AND

Six (6) years of experience in network and system engineering.

A Masters of Science degree in Computer Engineering or related field may be substituted for one year of experience.

Knowledge of:

- Network traffic and performance parameters.
- Principles of VoIP and standard telephony.
- The installation and management of relational databases.
- Methods and procedures of systems administration and security and integrity maintenance.
- Connectivity, system integration, and network design.
- Structure development, features, and access including configurations protocol and interfacing.
- Current developments and trends of network technologies.
- Principles and methods of system and network storage management.
- Local Area Network wiring and distribution methods.
- Wide Areas Networking Connectivity utilizing leased services, fiber backbone, and wireless transports.

EXHIBIT A

Skill in:

- Installing and modifying network subsystems and programs.
- Analyzing network/system problems by developing and using appropriate test structures and related diagnostics.
- Assessing the costs of IT operations and developing cost-efficient solutions.
- Operating applicable network equipment and software programs.
- Responding promptly and effectively to requests for service.
- Determining cost effective structure and design for network.
- Configuring network and/or other application programs to provide optimum performance.
- Translating user defined requirements into specifications and features.
- Documenting procedures clearly and accurately.
- Designing and performing server administration activities.
- Assessing and administering network and system performance and utilization.
- Supervising the work of subordinate employees and maintaining functional relationships with a variety of other technical and non-technical staff.

Ability to:

- Establish and maintain effective working relationships; work independently and as a member of a team.
- Effectively organize, prioritize and follow-up on work assignments in order to meet established deadlines.
- Communicate clearly and concisely, both orally and in writing.
- Provide excellent customer service.
- Provide services in different geographical locations throughout the City as requested by users.
- Determine needs for and/or develop administrative/operational policy proposals.
- Perform alternative cost/benefit analysis for network enhancement or replacement.

Licenses/Certificates:

- Possession and continued maintenance of a valid class C California driver's license and a safe driving record, or the ability to provide alternate transportation which is approved by the appointing authority.
- Possession of Cisco Certified Network Administrator (CCNA) certificate
- Possession of Microsoft Certified Systems Engineer (MCSE) 2003 certificate
- VMWare Certified Professional
- SAN Certified Administrator, i.e. Net App, EMC, etc.

EXHIBIT A

DESIRABLE QUALIFICATIONS

- Possession of Cisco Certified Design Associate (CCDA) certificate
- Possession of Microsoft Certified Enterprise Administrator (MCITP) 2008 certificate.
- Possession of Microsoft Certified Solutions Expert (MCSE) 2012 certificate
- Cisco Certified Network Professional

EXHIBIT B



PRINCIPAL DESIGN & CONSTRUCTION OPERATOR

Class Code:
5730

Bargaining Unit: Sunnyvale Employees Association

CITY OF SUNNYVALE
Established Date: TBD

\$41.73 - \$53.26 Hourly
\$3,338.61 - \$4,261.01 Biweekly
\$7,233.66 - \$9,232.19 Monthly
\$86,803.98 - \$110,786.30 Annually

DEFINITION:

Under the general supervision of the Water Pollution Control (WPC) Plant Division Manager and WPC Operations Manager the Principal Design & Construction Operator (PDCO) provides supervisor level coordination, evaluation and scheduling work for all capital projects related to the reconstruction of the Water Pollution Control Plant (WPCP). The PDCO actively participates and primarily leads the Operations and Maintenance sections in the review, comment and documentation of specific operational and/or maintenance related concerns for all Capital Projects at the Water Pollution Control Plant (WPCP). The PDCO coordinates the review and comment period for system design projects with engineering firm representatives, the WPC Plant Division Manager, Operations and Maintenance Managers and Senior Operators and Mechanics, and performs other duties as assigned.

DISTINGUISHING CHARACTERISTICS

The Principal Design & Construction Operator is an advanced journey-level classification in the water pollution control operator series. Incumbents provide comprehensive insight on proposed and alternate designs for process treatment systems, sequence of construction, staff coordination for various design and construction efforts, holds regular meeting with Plant Management and Senior staff to keep them apprised of project progress, identifies areas of concern and provides sufficient notification of topics that require more attention.

ESSENTIAL JOB FUNCTIONS:

(May include, but are not limited to, the following):

EXHIBIT B

- Integration of ideas from Operations, Maintenance, Design Engineers, Construction Contractors, City Leaders and other Joint Partners during the design, alternative evaluation, procurement and implementation of construction projects at the WPCP.
- Identification of critical Operations during all phases of design and construction to minimize construction sequencing conflicts that may impact current operation and or the construction of future wastewater treatment systems.
- Scheduled review of various levels of wastewater treatment design documents.
- Organize, document, and submit comment(s) back to the responsible design engineering firm(s) in a timely manner to allow for the incorporation of findings by the PDCO and other stakeholders that have insight on proposed plant system design(s).
- Construction coordination post award of various construction designs to ensure the WPCP can continue to operate with minimal disruption;
- Work with construction management staff, the WPCP staff and construction contractors to minimize risk and coordinate required preparations.
- Visit other wastewater/water treatment facilities as needed to evaluate proposed equipment/processes and compare functionality/application, operation & maintenance concerns/benefits and explore potential alternatives of various proposed new/upgraded process treatment systems.
- Ensure the timely and accurate entry of any new assets being built as part of the construction projects into the Plant's Computerized Maintenance Management System (CMMS) and ensure that new equipment is entered into the CMMS system work orders
- Review and prioritize daily work assignments and work reports; adjust planning schedules as needed; advise supervisors of scheduling problems, priorities, and other concerns regarding each section's activities.
- Direct and participate in a variety of personnel actions including performance evaluations, selections, dismissals, transfers, and disciplinary measures.
- Analyze operating records and costs when appropriate; prepare, maintain, and present routine reports and other special reports as requested.
- Serve as technical advisor to section personnel on difficult or unusual problems; contribute to the operations and other work groups as needed when responding to emergency operations/repairs.
- Conduct initial, routine, and final field inspection for acceptance of new facilities, investigate quality control problems, and identify and support the need for improvement projects.

EXHIBIT B

- Plan, develop, and participate in employee development and training programs.
- May act as the Designated Operator in Charge for the Water Pollution Control Operations Manager in his/her absence.

WORKING CONDITIONS

Position requires sitting, standing, walking on level, uneven and slippery surfaces, reaching, twisting, turning, kneeling, bending, stooping, squatting, crouching, grasping and making repetitive hand movements in the performance of daily duties. The position also requires near and far vision when operating assigned equipment. Acute hearing is required in both the field and the office. The ability to lift, carry and push tools, equipment and supplies weighing up to 50 pounds is also required. Additionally, the incumbent in this position may work in all weather conditions, including wet, heat, and cold. The incumbent may be exposed to chemicals, hazardous materials, skin irritants, fumes, and solvents. The nature of the work may also require the incumbent to perform confined space entries, climb ladders, use power and noise producing tools and equipment, drive motorized vehicles and work in heavy traffic conditions. All the work at the plant requires the use of appropriate personal protective equipment and/or established safety programs to perform the job. Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

MINIMUM QUALIFICATIONS:

Education and Experience:

The minimum qualifications for education and experience can be met in the following way:

Graduation from high school or tested equivalent, AND

Five years of experience in the operation and maintenance of a wastewater treatment plant with at least five years of Shift Supervisor level experience as defined by the State Water Resources Control Board (SWRCB).

Knowledge, Skills and Abilities

Knowledge of:

- Chemistry, biology, mechanical, physical concepts for the operation of: primary treatment, oxidation ponds, fixed growth reactors, dissolved air

EXHIBIT B

flotation tanks and filtration; polymer addition to plant processes, chlorine gas – sodium hypochlorite – sodium bisulfite chemical additions, and other wastewater and water reclamation technology, equipment and practices.

- Principles, practices and regulatory requirements necessary in the operation of filtration and disinfection for a Water Reclamation Plant.
- Principal, practices and regulatory requirements necessary in the operation of the Power Generation Facility and operation of related equipment.
- Regulatory agency guidelines as they apply to discharges of wastewater for both receiving water and water reclamation discharge.
- Mechanical, electrical and hydraulic principles.
- Safety procedures pertaining to plant operations, including the techniques for handling and storing hazardous chemicals, and responding to and reporting chemical spills and other emergencies.

Skill in:

- The use of PC programs such as Excel, Word and email.
- The use of hand, power, mechanical, electrical and pneumatic tools, parts and support equipment including their proper identification and application.

Ability to:

- Understand proposed treatment processes, and explain data, policies and procedures and communicate/document those concerns appropriately.
- Perform all water pollution control Senior operator duties including, operating centrifugal pumps, piston pumps, valves, sluice gates, blowers, mechanical bar screens, chemical feeders, chlorinators, collectors, aerators, channel masters or grinders; monitors, reads and calculates the flow of water through the Water Pollution Control Plant by meters, gauges and visual inspections
- Assist, plan, organize, and coordinate the work activities of a group of professional, technical and non-technical personnel.
- Apply chemical, mechanical, biological process principles and techniques in the solution of difficult and complex operational problems.
- Evaluate the results of laboratory experiments and studies.
- Oversee, direct, and coordinate the work of lower level staff. Develop work standards, goals, and objectives. Evaluate personnel needs.
- Review the economic feasibility of various operational alternatives and their effectiveness to the overall plant objectives.

EXHIBIT B

- Prepare correspondence and technical reports, which are complete, clear, and concise.
- Read and interpret drawings, plans, schematics and specifications.
- Keep accurate records and prepare clear and concise reports, correspondence and memoranda.
- Analyze and correct plant operations problems, and ensure continuous safe operation of the plant.
- Perform routine laboratory analysis for treatment and process control evaluation.
- Work as an effective member of a team capable of listening, taking direction and offering support.
- Travel to various and remote locations in and around the Water Pollution Control Plant, surrounding ponds and landfill area.
- Understand and carry out oral and written instructions
- Communicate in a professional manner both orally and in writing.
- Establish and maintain effective working relationships with others.
- Work with, in, and around influents containing industrial wastes, plant process chemicals, hazardous materials, and residential sewage.
- Observe safety principles and work in a safe manner.
- Operate standard office equipment.

Licenses and Certificates

- Possession and continued maintenance of a valid class C California driver's license and a safe driving record, or the ability to provide alternate transportation which is approved by the appointing authority.
- Possession of a valid Grade III Wastewater Treatment Plant Operators Certificate issued by the California State Water Resources Control Board.

EXHIBIT C



WPCP CONTROL SYSTEMS INTEGRATOR

Class Code:
5435

Bargaining Unit: Sunnyvale Employees Association

CITY OF SUNNYVALE
Established Date: TBD

\$41.45 - \$52.91 Hourly
\$3,316.24 - \$4,232.46 Biweekly
\$7,185.19 - \$9,170.33 Monthly
\$86,222.30 - \$110,043.93 Annually

DEFINITION:

Under direction, supervises and performs control system work of considerable complexity in the planning, design, construction, and operation of facilities for water supply and wastewater treatment utility and performs related work as required. Perform a variety of tasks in modifications and maintenance of the computer control systems; diagnose and correct telemetry problems in programmable logic controllers software and network hardware; maintain programs and documentation for all programmable logic controller cabinets; assist in managing and maintaining the SCADA system.

DISTINGUISHING CHARACTERISTICS

The position of WPCP Control Systems Integrator is a fully qualified journey-level professional classification. Incumbents are expected to independently perform the full scope of duties within their assignment, and may act as lead-worker to paraprofessional and clerical staff. Incumbents demonstrate thorough business knowledge and technical skills to constantly advance and improve the use of the assigned programs and systems and operational technical systems to better facilitate water and wastewater control systems and SCADA functions. The WPCP Control Systems Integrator is distinguished from the higher level Water Pollution Control Plant Maintenance Manager in that the Water Pollution Control Plant Maintenance Manager has overall responsibility for the section. The WPCP Control Systems Integrator is distinguished from the lower level Senior WPC Plant Mechanic in that the Senior WPC Plant Mechanic primary function is supervising personnel engaged in preventative and corrective maintenance of the City's Water Pollution Control Plant and the WPCP Control Systems Integrator is primarily responsible for the most complex instrumentation control system work.

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ESSENTIAL JOB FUNCTIONS:

(May include, but are not limited to, the following):

- Plans, schedules, assigns, reviews, and may supervise the work of subordinate engineers, technicians, and consultants engaged in the preparation of complete designs, plans, specifications, estimates, cost benefit analyses, and reports for instrumentation control systems used to operate and communicate information in water pumping plant and water and wastewater treatment plants and related facilities and equipment.
- Supervises the work of subordinate technicians engaged in the construction, installation, inspection, and testing of major computer based control system applications governing the distribution raw water or the collection and treatment of wastewater.
- Personally performs and supervises the most complex problem diagnosis and resolution of computer server, database, communications network, or computer programming issues associated with control systems.
- Supervises and participates in the preparation of special technical reports, investigations, and economic cost benefit studies related to strategic instrumentation and computer control system improvements.
- Serves as project manager on complex, major engineering projects with multiple elements; oversees the removal, replacement, and enhancement of software, hardware, and communications networks associated with computer based control systems such as OP/NET Supervisory Control and Data Acquisition (SCADA) systems, computerized maintenance management systems (CMMS) and laboratory information management systems (LIMS).
- Analyzes and evaluates bids on specifications for equipment and consultant services; administers contracts and agreements and recommends and negotiates changes to contract terms as required.
- Confers with industry and commercial representatives of instrument and computer control systems regarding design, specifications, performance capabilities, operating and maintenance characteristics, and other equipment attributes; researches current and emerging trends in control system engineering.
- Integrate new applications and modify computer programs and equipment to optimize plant operations, operator convenience, and off-line tasks; design, fabricate, maintain and install electrical and electronic assemblies to enhance computer, telemetry, and instrumentation systems.
- Assist staff in the use of the WPCP, or City's computer control and SCADA, CMMS, LIMS systems; provide guidance in running daily plots,

EXHIBIT C

checking control loops, validating telemetry inputs and outputs, and assuring proper computer control system operation.

- Confers and works with the Information Technology Department to manage installations, upgrades and maintenance on all related systems.
- Review and/or create instrumentation drawings, plans, and specifications for technical content, accuracy, and proper and desirable computer control system interface.
- Modify and maintain programmable logic computer program files and update for plant and pump station changes.
- Maintain and develop Programmable Logic Controller (PLC) programs and ladder logic to reflect changes in operations and user needs.
- Create Human Machine Interface (HMI) schematics and scripting; train others on system as required.
- Perform related duties as required.

WORKING CONDITIONS

Position requires sitting, standing, walking on level, uneven and slippery surfaces, reaching, twisting, turning, kneeling, bending, stooping, squatting, crouching, grasping and making repetitive hand movements in the performance of daily duties. The position also requires both near and far vision when operating assigned equipment. Acute hearing is required in both the field and the office. The ability to lift, carry and push tools, equipment and supplies weighing up to 50 pounds.. Additionally, the incumbent in this position works in all weather conditions, including wet, heat, and cold. The incumbent may be exposed to fumes, dust chemicals, and air contaminants. The nature of the work may also require the incumbent to climb ladders. Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

MINIMUM QUALIFICATIONS:

Education and Experience:

The minimum qualifications for education and experience can be met in the following way:

An Associate's degree or 60 semester units or 90 quarter units from an accredited college or university in information technology, electronics, computer science business administration, public administration or a related field, AND

Five years of journey level experience at comparable to WPC Plant Mechanic

EXHIBIT C

or Senior WPC Plant Mechanic classifications.

Knowledge, Skills and Abilities

Knowledge of:

- Principles and techniques of repairing and maintaining plant instrumentation.
- Purpose and operation of instruments.
- Electrical, electronic and pneumatic theory.
- Principles and practices of computer programming Programmable Logic Controller (PLC)s.
- Theory and operation of digital computers, PLCs and plant instrumentation.
- Mathematics including algebra, statistics, elementary calculus, trigonometry, and geometry.
- Knowledge of the principles and practices of computerized maintenance management systems and relational databases.
- Knowledge of the principles and practices of Network systems, hardware systems and security systems.
- Safety hazards and appropriate precautions applicable to work assignments.
- Principles, practices, and methods related to the design and implementation of large-scale PLC systems and programming, and troubleshooting techniques.
- PLC network layout and fiber optic and PLC component locations.
- Knowledge of computer system design and programming such as Powershell, Perl, Java, Javascript and Microsoft Windows application development.
- Working knowledge of HMI systems such as Wonderware InTouch and Rockwell Automation.
- Basic knowledge of all phases of wastewater treatment.
- Knowledge of process control, all computer systems packages, and all phases of computer control.
- Knowledge of supervision and training and ability to lead others.

Ability to:

- Ability to generate operator interface screens in SCADA systems such as Wonderware and Rockwell Automation.
- Ability to assist in developing training programs designed for

EXHIBIT C

presentation to plant personnel.

- Ability to establish and maintain effective working relations with contractors.
- Intermittently analyze data reduction from planned tests, identify wiring and microcircuits, interpret schematics, observe changes, problem solve programs, and explain to operators how programs work.
- Diagnose PLC and computer hardware and software problems and control and instrument problems.
- Troubleshoot electronic circuits.
- Design instrument, analog control, and telemetry installations and simple electronic circuits. Perform flow and instrument related calculations.
- Assist personnel in the use of the control system computer system.
- Establish and maintain cooperative relationships with those contacted in the course of work.
- Learn and observe all appropriate safety precautions as required by the City including, but not limited to, Cal/OSHA General Industry Safety Orders,
- Create HMI schematics and scripting.
- Work shift, on-call, weekends, and holidays as assigned.

Licenses and Certificates

- Possession and continued maintenance of a valid class C California driver's license and a safe driving record, or the ability to provide alternate transportation which is approved by the appointing authority.

DESIRABLE QUALIFICATIONS

Demonstrated control systems development and implementation project management experience.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SUNNYVALE AMENDING RESOLUTION NO. 190-05, THE CITY'S
SALARY RESOLUTION, BY AMENDING THE PAY SCHEDULE
FOR PAY PLAN CATEGORY B (MISCELLANEOUS CLASSIFIED
EMPLOYEES)**

WHEREAS, by separate Resolution, the City's Classification Plan, has been amended to add the new classifications of Principal Design and Construction Operator, Principal Network Engineer and WPCP Control Systems Integrator, for which the pay schedules must be added to the City's Salary Resolution No. 190-05;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUNNYVALE THAT Resolution No. 190-05 is hereby amended by adding the Pay Plan Category B (Miscellaneous Classified Employees) classifications attached in Exhibit A.

Adopted by the City Council of the City of Sunnyvale at a regular meeting held on _____, 2014, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

RECUSAL:

ATTEST:

APPROVED:

City Clerk
(SEAL)

Mayor

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

Job Code	Job Title	Unit	Pay Categories	Range/ Scale	Min. Range/ Step 1	Step 2	Step 3	Step 4	Step 5	Max. Range/ Step 6	Effective Date
5730	Principal Design and Construction Operator	SEA	B	684	41.7327	43.8193	46.0103	48.3108	50.7263	53.2626	11/11/14
2204	Principal Network Engineer	SEA	B	632	53.1724	55.8310	58.6227	61.5538	64.6315	67.8631	11/11/14
5435	WPCP Control Systems Integrator	SEA	B	189	41.4530	43.5257	45.7020	47.9871	50.3864	52.9057	11/11/14



City of Sunnyvale

Agenda Item

14-1054

Agenda Date: 11/25/2014

REPORT TO COUNCIL

SUBJECT

Amend the Salary Table of the Salary Resolution to Add the Newly Established Classification of Part Time Meter Reader and to Increase the Pay Range of the Golf Operations Manager Classification

BACKGROUND

This report recommends amending the Salary Table of the City's Salary Resolution to add the newly established classification of Part Time Meter Reader and to increase the pay range of the Golf Operations Manager classification.

EXISTING POLICY

Section 1104, Pay Plan, of the City Charter states that amendments to the pay schedule may be adopted from time to time by the City Council upon the recommendation of the City Manager.

ENVIRONMENTAL REVIEW

N/A

DISCUSSION

Part Time Meter Reader

The Department of Finance (Finance) requested the Department of Human Resources create the classification of Part Time Meter Reader. This classification is in addition to the full time Meter Reader classification that currently exists. Finance requested this new classification due to an increased use of technology in completing the essential job functions. Aspects of the position have become more automated requiring less staff time to complete the meter reading duties, allowing the department to reduce its need for full time employees. Both the Service Employees International Union (SEIU) and the Sunnyvale Employee Association (SEA) were provided notice and an opportunity to comment on the proposed Part Time Meter Reader classification.

Golf Operations Manager

On August 8, 2014, a request for a salary study was received by the Office of the City Manager from the Department of Public Works (DPW). The request was to review the compensation of the Golf Operations Manager classification in relationship to the increase in responsibilities the classification has been assigned due to the elimination of other management positions in the Golf Program. DPW eliminated two of the three management positions in the Golf Program to reduce operating costs. As such, the remaining Golf Operations Manager position has absorbed the responsibility for all operations and services in the Golf and Tennis Enterprise Fund.

Both internal and external salary surveys have been conducted. The surveys compared the Golf Operations Manager classification to internal classifications within the City that have similar levels of responsibility. Also comparisons were made with the Golf Operations Manager classification to

classifications in other local cities that manage municipal golf courses. In the City of Sunnyvale, Pay Range 18 is typically used for section managers or the highest level for analytical or technical management positions. With the additional responsibilities assigned due to the elimination of the other two positions, the Golf Operations Manager is now responsible for the section rather than management for a portion of the Golf Program and Pay Range 18 would be an appropriate level of pay. The Sunnyvale Managers Association (SMA) was provided notice and an opportunity to comment on the proposed pay increase for the Golf Operations Manager classification.

FISCAL IMPACT

The Utility Billing Program in the Department of Finance Department is currently funded for three full time meter readers, with one current vacancy. The vacant full time position will not be filled and will be replaced with the part time meter reader position. Use of the Part Time Meter Reader will initially result in moderate cost savings which are anticipated to increase as automation of meter reading is increased and the need for the part time position diminishes.

The FY 2014/15 Adopted Budget anticipated the elimination of one Golf Operations Manager through attrition and the reclassification of the remaining position. Increasing the remaining Golf Operations Manager pay range one step to Pay Range 18 would increase the budgeted cost of the position by about \$19,000, but is offset by the subtraction of another budgeted Golf Operations Manager, which results in a net savings of about \$150,000 per year.

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 Senior Center, Community Center and Department of Public Safety; and by making the agenda and report available at the Sunnyvale Public Library, the Office of the City Clerk and on the City's website.

ALTERNATIVES

1. Adopt Resolution to amend the Salary Table of the City's Salary Resolution to add the newly established classification of Part Time Meter Reader and to increase the pay range of the Golf Operations Manager classification from Pay Range 17 (control point \$107,589) to Pay Range 18 (control point \$120,740) that will become effective at the beginning of the first pay period after December 9, 2014.
2. Do not approve the recommendations included in this report.

STAFF RECOMMENDATION

Alternative 1: Adopt Resolution to amend the Salary Table of the City's Salary Resolution to add the newly established classification of Part Time Meter Reader and to increase the pay range of the Golf Operations Manager classification from Pay Range 17 (control point \$107,589) to Pay Range 18 (control point \$120,740) that will become effective at the beginning of the first pay period after December 9, 2014.

Prepared by: Delanie LoFranco, Human Resources Manager
Reviewed by: Teri Silva, Director, Human Resources
Reviewed by: Robert A. Walker, Assistant City Manager
Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Resolution Amending the Salary Table of the City's Salary Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SUNNYVALE AMENDING RESOLUTION NO. 190-05, THE CITY'S
SALARY RESOLUTION, BY AMENDING THE PAY SCHEDULE
FOR PAY PLAN CATEGORY B (MISCELLANEOUS CLASSIFIED
EMPLOYEES) AND CATEGORY D/E (CLASSIFIED
MANAGEMENT)**

WHEREAS, Human Resources staff has proposed to amend the City's Salary Resolution No. 190-05 by adding the new pay schedule for Part-Time Meter Reader and revising the salary range for Golf Operations Manager;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUNNYVALE THAT Resolution No. 190-05 is hereby amended by adding the Pay Plan Category B (Miscellaneous Classified Employees) and Category D/E (Classified Management) classifications attached in Exhibit A.

Adopted by the City Council of the City of Sunnyvale at a regular meeting held on _____, 2014, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:
RECUSAL:

ATTEST:

APPROVED:

City Clerk
(SEAL)

Mayor

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

Job Code	Job Title	Unit	Pay Categories	Range/ Scale	Min. Range/ Step 1	Step 2	Step 3	Step 4	Step 5	Max. Range/ Step 6	Effective Date
0327	Golf Operations Manager	Mgmt-	D/E	18	102,629					120,740	12/21/14
8107	Part Time Meter Reader	SEA SEIU	B	8107	25.5878	26.8671	28.2105	29.6210	31.1022	32.6573	12/21/14



City of Sunnyvale

Agenda Item

14-0061

Agenda Date: 11/25/2014

REPORT TO COUNCIL

SUBJECT

Approve a New Section of the Council Policy Manual to Hold Policies Relating to Council Support and Processes, Including a Reorganization of Existing Council Policies 7.3.2; 7.3.12; 7.3.13, and 7.3.28

BACKGROUND

Recently staff determined that some Council policies - specifically those governing support for Council, staff-Council communications, and Intergovernmental Relations (IGR) processes - were held in four long and hard to reference policies. The existing policies cover more topics than referenced in the titles, and are lengthy and confusing. To make it easier to find policies and to navigate within them, this report presents for Council consideration a reorganization of the content included in the following four Council policies:

- 7.3.2 *Legislative Advocacy Positions*
- 7.3.12 *Council Appointments to Intergovernmental Agencies, City Council Subcommittees and Council or Mayor-Created Advisory Task-Forces*
- 7.3.13 *Support for Councilmembers; Staff-Council Communications*
- 7.3.28 *Request by Council and Councilmembers for Information and Records*

EXISTING POLICY

Council Policy 7.3.1, *Legislative Management - Goals and Policies*

Goal 7.3B *Assure that City policy is established, documented and enacted according to established procedures and legal principles.*

Policy 7.3B.2 *Maintain official records of City action and policy in a retrievable manner, according to legal convention.*

ENVIRONMENTAL REVIEW

N/A

DISCUSSION

Staff is proposing to reorganize the content included in four current Council Policies - 7.3.2, 7.3.12, 7.3.13, and 7.3.28. The proposed reorganization includes creating a new Subsection of Chapter 7 of the Council Policy Manual. The new policies are shorter and more concise, covering singular topics in one, easy-to-reference place. The result is the creation of 16 separate Council policies.

This reorganizing effort does not include changes to content; however, at times, as policies were reorganized, some edits were necessary, such as references to other policy sections, which needed to be updated to reflect new section numbers or policy titles, etc.

To guide Council through the relocation of current content, staff has developed the *Council Policy Relocation Table* (Attachment 1) which shows where current policy sections are proposed to be relocated.

As mentioned previously, only minor changes have been made to existing policy content as necessary. These non-substantive edits are captured in redline in the attached policy drafts (Attachment 2). Attachment 2, *Proposed Council Policies, Chapter 7, Section 4*, includes a Table of Contents and the draft proposed policies.

FISCAL IMPACT

None.

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 Senior Center, Community Center and Department of Public Safety; and by making the agenda and report available at the Sunnyvale Public Library, the Office of the City Clerk and on the City's website.

ALTERNATIVES

1. Approve Proposed Reorganization of Council Policies as presented in Attachments 1 and 2 to the report.
2. Approve Proposed Reorganization of Council Policies with modifications.
3. Other Direction as Provided by Council.

STAFF RECOMMENDATION

Alternative 1: Approve Proposed Reorganization of Council Policies as presented in Attachments 1 and 2 to the report.

Staff believes the proposed reorganization of policies will make it easier for the Council, staff, and public to locate Council policies specific to a certain subject. The difficulty in navigating the current policies is further illustrated by the fact that the proposed reorganization includes the creation of 16 topic-specific policies to replace four current policies.

Prepared by: Yvette Blackford, Senior Management Analyst

Reviewed by: Robert A. Walker, Assistant City Manager

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Council Policy Relocation Table
2. Proposed Council Policies, Chapter 7, Section 4

Council Policy Relocation Table

Table showing where a current policy is proposed to be relocated.

CURRENT POLICY	PROPOSED HOME
Policy 7.3.2 Legislative Advocacy Positions	7.4.14 Legislative Advocacy Positions
Policy 7.3.12 City Council Appointments to Intergovernmental Agencies, City Council Subcommittees and Council or Mayor-Created Advisory Task Forces	7.4.12 Council Appointments to Intergovernmental Agencies 7.4.13 Council Subcommittees and Council or Mayor-Created Advisory Task forces
Policy 7.3.13 Support for Councilmembers; Staff- Council Communications	7.4.1 Staff/Administrative Support for Councilmembers 7.4.2 Council Equipment, Materials, and Supplies 7.4.3 Council Activity Calendar 7.4.4 Council Travel and Conferences 7.4.5 Ceremonial Events 7.4.6 Council Announcements and Speeches 7.4.7 Council Correspondence 7.4.8 Council and Mayor's Mail and AnswerPoint Email 7.4.9 Receiving and Responding to Community Member Inquiries and Concerns 7.4.10 Council Inquiries and Requests for Information and Records 7.4.11 Council Files 7.4.12 Council Appointments to Intergovernmental Agencies 7.4.14 Legislative Advocacy Positions 7.4.15 Council Advocacy 7.4.16 Ballot Measure Positions
Policy 7.3.28 Request by Council and Councilmembers for Information and Records	7.4.10 Council Inquiries and Requests for Information and Records

Proposed Council Policies, Chapter 7, Section 4

- 7.4.1 Staff/Administrative Support for Councilmembers
- 7.4.2 Council Equipment, Material, and Supplies
- 7.4.3 Council Activity Calendar
- 7.4.4 Council Travel and Conferences
- 7.4.5 Ceremonial Events
- 7.4.6 Council Announcements and Speeches
- 7.4.7 Council Correspondence
- 7.4.8 Council and Mayor's Mail and AnswerPoint Email
- 7.4.9 Receiving and Responding to Community Member Inquiries and Concerns
- 7.4.10 Council Inquiries and Requests for Information and Records
- 7.4.11 Council Files
- 7.4.12 City Council Appointments to Intergovernmental Agencies
- 7.4.13 Council Subcommittees and Council or Mayor-Created Advisory Task Forces
- 7.4.14 Legislative Advocacy Positions
- 7.4.15 Council Advocacy
- 7.4.16 Ballot Measure Positions

Policy 7.4.1 Staff/Administrative Support for Councilmembers

POLICY PURPOSE:

It is the purpose of this policy to establish guidelines and standards regarding City resources and support for Councilmembers. This policy is supplementary to and in no way intended to conflict with the City Charter. For further information on this subject, see:

- City Charter, Section 807
- Code of Ethics and Conduct for Elected Officials (available on the City's internal Web site or in the Office of the City Clerk)

POLICY STATEMENT:

I. In order to effectively discharge the responsibilities of elected officials, the Mayor and Councilmembers are entitled to receive ~~the following~~ administrative services. The City Manager shall assign a person or persons to provide these administrative services and shall so advise the City Council.

II. Implementation.

The City Manager shall monitor those provisions of this policy within the City Manager's Charter responsibilities. Disagreement in interpretation shall be resolved by the City Council. The City Manager shall institute administrative policy to implement this policy. At the time a new Councilmember is seated, the Mayor and City Manager should review this policy with him/her.

Annually, the City Manager shall review the resource requirements necessary to support the level of service specified in this policy, and recommend as a part of the proposed budget necessary changes of budget resources.

((Adopted: RTC # (date) Amended: RTC # (date) etc.)

Lead Department: Office of the City Manager

For reference, see also:

Policy 7.4.2 Council Equipment, Material, and Supplies

POLICY PURPOSE:

It is the purpose of this policy to establish guidelines and standards regarding City resources and support for Councilmembers. This policy is supplementary to and in no way intended to conflict with the City Charter. For further information on this subject, see:

- City Charter, Section 807
- Code of Ethics and Conduct for Elected Officials (available on the City's internal Web site or in the Office of the City Clerk)

POLICY STATEMENT:

- I. Certain supplies and materials are required by Councilmembers to discharge their functions. The City Manager shall make available to Councilmembers the following materials and supplies when requested, which shall be used predominantly for City business and only incidentally for personal use:
 - A. A key card programmed to access City Hall and a key to the Council conference room to be returned when a Councilmember leaves office.
 - B. One file cabinet per four-year term, to be returned to or purchased from the City at market rate when a Councilmember leaves office.
 - C. Customary office supplies and business cards for official City use. Individual Councilmembers shall have the choice of business cards with an embossed seal (white only) or color seal (non-embossed). Councilmembers shall not use business cards which do not reflect their official position or title (i.e., Mayor, Vice Mayor, or Councilmember) at the time of use.
 - D. A technology allowance in the amount of \$1,300 per Councilmember per four-year term for the purchase of equipment including, but not limited to, a personal computer, printer, laptop, personal digital assistant (PDA), answering machine, cell phone or fax. Equipment purchased with this allowance shall be consistent with standard City issue, or approved by the Director of Information Technology, and shall be returned to or purchased from the City at market rate when a Councilmember leaves office. An amount not to exceed \$60 per month (non-taxable) shall be reimbursed for monthly service charges for equipment purchased under this policy. Public Record Act and Brown Act issues are associated with the use of these types of equipment. To the extent the equipment is used for the performance of official City business, much of the data contained in the equipment is public property and a public record.
 - E. Newly elected and incumbent Councilmembers shall receive one City shirt per Council term year, style to be chosen by individual Councilmembers from

standard choices available. Newly elected Councilmembers will receive their first shirt in January following the certification of election results. A request for style preference will be sent to newly elected and incumbent Councilmembers in December from the Executive Assistant to the City Council in preparation of ordering shirts for the next calendar year.

- F. Technical Support. Technical support to maintain and facilitate the use of equipment is limited to that required for official duties. Support will only be provided for equipment purchased in accordance with section I.E. of this policy, and only at the same level as is provided to City employees. Councilmembers must bring equipment to City facilities for repair or on-site maintenance.

II. Implementation.

The City Manager shall monitor those provisions of this policy within the City Manager's Charter responsibilities. Disagreement in interpretation shall be resolved by the City Council. The City Manager shall institute administrative policy to implement this policy. At the time a new Councilmember is seated, the Mayor and City Manager should review this policy with him/her.

Annually, the City Manager shall review the resource requirements necessary to support the level of service specified in this policy, and recommend as a part of the proposed budget necessary changes of budget resources.

((Adopted: RTC # (date) Amended: RTC # (date) etc.)

Lead Department: Office of the City Manager

For reference, see also: 7.4.11 Council Files

Policy 7.4.3 Council **Activity Calendar**

POLICY PURPOSE:

It is the purpose of this policy to establish guidelines and standards regarding City resources and support for Councilmembers. This policy is supplementary to and in no way intended to conflict with the City Charter. For further information on this subject, see:

- City Charter, Section 807
- Code of Ethics and Conduct for Elected Officials (available on the City's internal Web site or in the Office of the City Clerk)

POLICY STATEMENT:

I. Meetings.

Assistance shall be provided to Councilmembers in arranging for meetings to be held in City facilities. Normal scheduling methods shall be used. The Executive Assistant to the City Council is responsible for making arrangements for City Councilmember meetings to be held in City facilities. This provision does not apply to regular or special City Council meetings (which are coordinated through the City Clerk's Office). Staff shall not provide support or use any City resources for political campaigns.

II. Council **Activity Calendar.**

A calendar of general Council activities is maintained for Council by the Executive Assistant to the City Council. Councilmembers are notified of upcoming City events to determine their respective interests and arrangements are made accordingly. This calendar is not comprehensive of every individual activity of each Councilmember. The CAC is available to Council online at all times and is updated at least once each day the Executive Assistant to the City Council is at work.

III. Implementation.

The City Manager shall monitor those provisions of this policy within the City Manager's Charter responsibilities. Disagreement in interpretation shall be resolved by the City Council. The City Manager shall institute administrative policy to implement this policy. At the time a new Councilmember is seated, the Mayor and City Manager should review this policy with him/her.

Annually, the City Manager shall review the resource requirements necessary to support the level of service specified in this policy, and recommend as a part of the proposed budget necessary changes of budget resources.

((Adopted: RTC # (date) Amended: RTC # (date) etc.)

Lead Department: Office of the City Manager

For reference, see also:

Policy 7.4.4 Council Travel and Conferences

POLICY PURPOSE:

It is the purpose of this policy to establish guidelines and standards regarding City resources and support for Councilmembers. This policy is supplementary to and in no way intended to conflict with the City Charter. For further information on this subject, see:

- City Charter, Section 807
- Code of Ethics and Conduct for Elected Officials (available on the City's internal Web site or in the Office of the City Clerk)

POLICY STATEMENT:

- I. Authorized Travel and Conferences. Councilmember attendance at conferences and meetings can be both beneficial and cost effective to the City. Attendance for one or more of the following reasons, would be viewed as an extension of official City responsibilities. Councilmembers may attend conferences and meetings that meet one or more of the following purposes, subject to individual budget limitations and prior Mayoral approval:
 - A. Voting Delegate: The City is usually requested to designate an official delegate from among the Council who will cast the City's vote and represent the City's position on business presented before a conference delegation.
 - B. Committee Membership: Councilmembers may choose to serve on local, state and national committees which provide the opportunity to represent state or City interest in key policy and legislative areas. Meetings are often held in conjunction with annual conferences as a means of saving cost and encouraging wider attendance.
 - C. Education: Most conferences are workshops and seminars, which are used to brief Councilmembers on key legislation, policies or programs impacting local government.
 - D. Advocacy: A conference environment offers Councilmembers the opportunity to articulate the City's position on key legislation and funding policies with key elected/appointed officials on both the state and federal levels.
 - E. Sharing of City's Expertise: Sunnyvale is widely viewed nationally and internationally as a model in local government management. Sunnyvale Councilmembers may on occasion be invited to present papers or presentations to a conference or workshop with the goal of improving the efficiency and performance of government in general.

F. Affiliations. Each year the Council will assess the benefit of City membership in the following organizations which have traditionally been identified as providing support and service to local governments:

- The National League of Cities (NLC)
- U.S. Conference of Mayors (USCM)
- League of California Cities (LCC, including Peninsula Division meetings)
- Association of Bay Area Governments (ABAG)
- Santa Clara County Cities Association (SCCCA)

G. Conferences. The following conferences and meetings are approved for inclusion by Councilmembers in the annual Council Travel Budget Proposal cited in ~~Section D~~ this policy:

- Annual Meeting (NLC)
- Congressional Cities Conference (NLC)
- Annual Conference (USCM)
- Mid-Winter Meeting (USCM)
- Annual Conference (LCC)
- Annual Executive Forum (LCC)
- New Councilmembers Conference (LCC)¹
- Bi-Annual Legislative Conference (LCC)
- General Assemblies (ABAG)
- General membership meetings of the Santa Clara County Cities Association
- Committee/board meetings of NLC and LCC²
- Conferences that are of obvious benefit to the City
- Councilmember has been invited to present a City/State position
- Councilmember is lobbying on behalf of a City/State program
- Conferences that provide professional development for Councilmembers in carrying out official City responsibilities

II. Unauthorized Travel and/or Conferences. Any travel or conference attendance not specifically listed above shall be considered unauthorized unless approved in advance by the Mayor. No travel or conference attendance shall be authorized for functions designed for political campaigning or fund-raising.

¹ Newly elected Councilmembers may attend only.

² Once a Councilmember has obtained Council approval to travel to meetings of a specific NLC or LCC Committee, the Councilmember has authority to fulfill these travel commitments through his/her committee tenure, subject to individual budget limitations. The Councilmember is not required to obtain Council approval annually under this circumstance.

- III. Budget. The cost of the proposed travel shall be established by approval of the annual budget by Council. As a reference, the Council has approved \$6,675 per Councilmember for FY 13/14; the Mayor is to receive an additional \$6,675 for travel associated with Mayoral duties.

Since Councilmember terms do not coincide with the fiscal year, Councilmember budgets must be prorated. The percentage of travel funds allocated to outgoing Councilmembers will be determined by staff and based on the scheduled dates of annual conferences, including those mentioned above, plus any unspent funds originally allocated to the outgoing Councilmembers' respective seats. The Mayor's budget will be allocated similarly.

Each Councilmember will be provided with an update of his/her travel expenses compared to the budget on a monthly basis by the Executive Assistant to Council. In addition, the Mayor (who authorizes payment of expenses) will also receive the same information on each Councilmember's expenditures. The Executive Assistant to Council shall inform the Mayor and the City Manager when any Councilmember's budget is close to being overdrawn.

Councilmembers are not to exceed authorized amounts budgeted for travel. Any and all travel expenses in excess of a Councilmember's approved budget shall be reimbursed to the City by the Councilmember.

Mid-year increases in travel budgets are discouraged and generally will be considered only if Councilmembers can demonstrate that additional amounts are for unforeseen expenses that could not be anticipated prior to the initial adoption of the annual travel budget. However, it is not always possible to anticipate all the future plans of every organization or group. As such, there are two ways for a Councilmember to increase his/her approved travel budget:

First, the adopted travel budget can be amended on a case-by-case basis during the fiscal year by approval of the City Council at a public meeting. Councilmembers desiring an increase in their annual travel budget shall provide an estimate of the additional amounts prior to actual travel or expenditure of funds. Justifications for the budget increase also shall be included with the request for additional funds. All increases in travel budgets must be approved by a majority vote of the full Council prior to actual travel or expenditure of additional funds.

Second, Councilmembers may choose at any time to relinquish a portion of their unspent travel budget to another Councilmember. Any Councilmember wishing to do so shall notify the Executive Assistant to Council and the City Manager in writing. Otherwise, the remaining balance of unspent funds at the end of the fiscal year shall return to the General Fund.

Any carryover of Council travel budgets from one fiscal year to the next shall require the approval of the Council during the annual carryover process in the ~~summer~~fall.

- IV. Travel Arrangements. Unless Councilmember's opt to book their own travel, the Executive Assistant to the City Council makes arrangements for City Council travel including registrations, transportation and lodging, travel advance requests, and travel cash advances (if requested by the Councilmember).
- V. Travel Information Packets. The Executive Assistant to the Council prepares a travel information packet for each Councilmember traveling. The packet contains either originals of or copies (if already submitted to Councilmember) of the following:
 - Transportation ticket
 - Hotel reservation
 - Conference registration material
 - Travel advance funds (if requested)
 - Detailed itinerary
 - Issue papers, as appropriate
 - 10 lapel pins for exchange
 - Expense report forms

- VI. Travel and Conference Expenses. The Charter provides for payment of actual and necessary expenses incurred by Councilmembers when on official duty on order of the City Council. In furtherance of this Charter provision, the following guidelines are established.

Expense statements submitted by Councilmembers are processed by the Executive Assistant to the City Council and submitted to the Department of Finance, including any refunds of non-expended funds. The Mayor's signature is required as approval of Council expense statements. The Vice-Mayor approves the Mayor's expense statements. Councilmembers traveling at City expense to conferences and committee meetings of National League of California Cities, U.S. Conference of Mayors, and the League of California Cities when appropriate may submit a written activity report to the entire Council. The written activity report shall be submitted at the same time the expense statement is submitted.

1. Expenses Reimbursed. Expenses will be paid by the City for conferences, conventions, meetings, workshops, seminars, activities and the like on the following basis:
 - a. Registration fees, if any, shall be paid directly by the City in advance.
 - b. Transportation.

- (i) Conferences or meetings outside of the San Francisco Bay Area:
 - (A) Air travel expense shall be paid by the City in advance on the basis of the most direct route to the site, at coach rates, provided such accommodations are reasonably available.
 - (B) Transportation to and from the airport shall be by the most practical and efficient means available.
 - (C) Rental vehicles may be used for business purposes at the destination subject to the following:
 - (1) no other reasonable transportation is available
 - (2) taxi fare would exceed the cost of the rental vehicle
 - (D) The expense of driving a personal automobile shall be paid by the City on the following basis:
 - (1) if air transportation is reasonably available, payment shall be limited to the cost of coach air fare
 - (2) if such air transportation is not reasonably available, payment shall be made on the basis of the established City rate per mile
- (ii) Local conferences, meetings or activities:
 - (A) Councilmembers shall be reimbursed for use of their personal vehicles at the established City rate per mile while on official City business, which includes, but is not limited to the following:
 - (1) authorized attendance at any conference, meeting, convention, workshop or seminar
 - (2) attendance at assigned intergovernmental meetings

(3) travel within the City regarding official City business

(iii) Councilmembers shall be reimbursed for all incidental expenses such as bridge tolls and parking fees incurred as the result of a Councilmembers authorized use of a vehicle while on City business.

c. Lodging.

The City will pay in advance the amount necessary to reserve a hotel room. The Councilmember may either pay the remainder of the hotel bill in its entirety or the City will pay such bill upon receipt from the hotel. In the latter case, if non-reimbursable items appear on the bill, the Councilmember shall pay for the same promptly upon return to the City.

Hotel accommodations will be at the hotel serving as the official host site of the conference, where reasonably possible.

Additional charges arising from the sharing of a room with a spouse or guest are not reimbursable.

d. Meals.

Expenses incurred for meals by any Councilmember while on official duty shall be paid by the City, including but not limited to the following instances:

Meals while attending any conference, meeting, workshop, seminar or convention; or

Meals occurring during a local conference, meeting, workshop, seminar or convention; or

Meals hosted by Council members for the purpose of discussing City business; or

Where a meal is part of an activity which the Councilmember is attending in his or her official capacity.

Alcoholic beverages consumed by the Councilmember shall be considered a personal expense and are not reimbursable. If the entire Council invites a guest to a meal, the guest's alcohol shall be paid for by the City.

There shall be no cap on the amount allowed to be spent on meals by Councilmembers, but the City shall pay only for those expenses for which receipts are submitted.

- e. Phone calls. Reimbursement shall be made for reasonable long distance or toll telephone charges for calls related to City business. The City shall pay for one personal phone call per day during Councilmember travel requiring overnight stay. If the Councilmember uses a personal cell phone for that call, the City shall reimburse the Councilmember.

2. Expenses Not Reimbursed. The City will not pay personal expenses. In addition to those items identified as personal expenses throughout this policy (e.g., alcohol consumed by a Councilmember), personal expenses include in-room movies, spas and gyms, laundry or dry cleaning, miscellaneous sundries, or other items of a personal nature.

Personal travel shall not be mixed with business travel if it will cost the City anything in dollars or lost time or if it will harm the City's interest in any way. All addition costs incurred by the Councilmember that are over and above the normal cost for City travel shall be considered a personal expense of the Councilmember. The City will not pay for any expenses of a spouse or other person who accompanies a Councilmember on business travel.

The City shall not pay for any unauthorized travel or conference-related expenses.

To the extent that another agency or organization pays for the travel or conference expenses of a Councilmember, the City shall not pay for those same expenses. Councilmembers shall either submit the other agency's payment to the City (in which case the City shall pay for the Councilmember's entire expenses), or refrain from claiming expenses for that portion of his/her expenses paid for by the other agency.

Consistent with the City's practice and policy to procure goods and services at the lowest possible cost, the City shall not pay for travel related expenses that could be procured at less expense through another means.

3. Miscellaneous Expenses. Expenses not specifically covered hereunder shall be paid by the City when such expenses are incurred in the performance of City business. In determining whether such expenses were necessarily incurred in the performance of City business, the applicable Internal Revenue Service publication number 463 and the regulations of allowable deductions for business expenses may be considered as authority. The preceding sentence shall not be interpreted to require the

substantiation or documentation required pursuant to said Act or regulations, as the subject of documentation is treated elsewhere in these guidelines.

4. Reporting of Expenses.

- a. Statements of expense shall be submitted to the Director of Finance on forms provided for such purpose. The statement shall show all expenses incurred which are chargeable to the City.
- b. Documentation. Hard copy receipts shall be required for all expenses, including air travel, lodging, meals and rental vehicles.
- c. Statements of expenses for conferences, that include all expenses incurred, shall be submitted to the Executive Assistant to the City Council no later than 21 days after return from a conference or meeting, so that they can be forwarded to the Director of Finance no later than 30 days after return. Statements of expenses incurred for local meetings or activities should be submitted within 30 days of the time such expense was incurred; provided, however, that statements of expense for local mileage should be submitted monthly. Statements submitted after the dates specified shall be received and claims based thereon be paid if in order.
- d. Review of Statements of Expense. The Mayor shall review and approve statements of expense for the Vice-Mayor and all other Councilmembers, and the Vice-Mayor shall review and approve statements of expense of the Mayor for compliance with these guidelines, provided, however, that neither the Mayor nor the Vice-Mayor shall be responsible for reviewing statements for arithmetical correctness.
- e. For multiple Council meals paid for by a single Councilmember, the total expense for the meal shall be submitted on the expense report of the Councilmember who paid, along with a written breakdown of amounts to be charged to the budgets of other Councilmembers.
- f. When Councilmembers attend a group dinner where the individual cost of each meal is unavailable, the Mayor shall determine a fair and equitable method of distributing the charges among the various Councilmembers in attendance. The City may pay for meals of official guests of the Council. Costs for meals of guests invited by a single Councilmember shall be charged to the individual Councilmember's budget. The cost of meals, including alcohol, for guests invited by the Mayor or four or more Councilmembers will

be paid by the City out of the Council program budget but need not be charged to any Councilmember's travel budget.

| **VIII.** Implementation.

The City Manager shall monitor those provisions of this policy within the City Manager's Charter responsibilities. Disagreement in interpretation shall be resolved by the City Council. The City Manager shall institute administrative policy to implement this policy. At the time a new Councilmember is seated, the Mayor and City Manager should review this policy with him/her.

Annually, the City Manager shall review the resource requirements necessary to support the level of service specified in this policy, and recommend as a part of the proposed budget necessary changes of budget resources.

((Adopted: RTC # (date) Amended: RTC # (date) etc.)

Lead Department: Office of the City Manager

For reference, see also: 7.4.1 Staff/Administrative Support for Councilmembers; 7.4.12 City Council Appointments to Intergovernmental Agencies; 7.4.15 Council Advocacy

Policy 7.4.5 Ceremonial Events

POLICY PURPOSE:

It is the purpose of this policy to establish guidelines and standards regarding City resources and support for Councilmembers. This policy is supplementary to and in no way intended to conflict with the City Charter. For further information on this subject, see:

- City Charter, Section 807
- Code of Ethics and Conduct for Elected Officials (available on the City's internal Web site or in the Office of the City Clerk)

POLICY STATEMENT:

- I. Requests for a City representative at ceremonial events will be handled by City staff.
 - A. The Mayor will serve as the designated City representative. If the Mayor is unavailable, then City staff will determine if event organizers would like another representative from the Council. If yes, then the Mayor will recommend which Councilmember should be asked to serve as a substitute.
 - B. Invitations received at City Hall are presumed to be for official City representation. Invitations addressed to Councilmembers at their homes are presumed to be for unofficial, personal consideration.

II. Implementation.

The City Manager shall monitor those provisions of this policy within the City Manager's Charter responsibilities. Disagreement in interpretation shall be resolved by the City Council. The City Manager shall institute administrative policy to implement this policy. At the time a new Councilmember is seated, the Mayor and City Manager should review this policy with him/her.

Annually, the City Manager shall review the resource requirements necessary to support the level of service specified in this policy, and recommend as a part of the proposed budget necessary changes of budget resources.

((Adopted: RTC # (date) Amended: RTC # (date) etc.)

Lead Department: Office of the City Manager

For reference, see also: 7.4.3 Council Activity Calendar; 7.4.6 Council Announcements and Speeches

Policy 7.4.6 Council Announcements and Speeches

POLICY PURPOSE:

It is the purpose of this policy to establish guidelines and standards regarding City resources and support for Councilmembers. This policy is supplementary to and in no way intended to conflict with the City Charter. For further information on this subject, see:

- City Charter, Section 807
- Code of Ethics and Conduct for Elected Officials (available on the City's internal Web site or in the Office of the City Clerk)

POLICY STATEMENT:

- I. Council Announcements. The Executive Assistant to the City Council coordinates the preparation and scheduling (with the City Clerk's Office when in connection with a Council meeting) of all Council Announcements. All Council Announcements should be forwarded to the Executive Assistant to the City Council at least one week prior to the Council meeting.
- II. Speeches.
 - A. Council-Initiated Speeches. Councilmembers are entitled to staff assistance for speech preparation for apolitical City-related events and programs or to support Council-approved actions or advocacy positions. Such assistance shall be requested of the City Manager for purposes of assigning appropriate staff assistance. Requests should be made at least two weeks in advance of the presentation. An outline of issues to be covered as well as available supporting material is to be provided by the requesting Councilmember. A draft of the speech will be provided to the Councilmember for final review at least three days prior to the presentation.
 - B. Department-Initiated Speeches. Departments initiating the preparation of speeches for Councilmembers shall first obtain direction and approval from the City Manager. Departments shall either prepare such speeches themselves, or submit a request to the Communications Office at least two weeks prior to the scheduled presentation.
- III. Implementation. The City Manager shall monitor those provisions of this policy within the City Manager's Charter responsibilities. Disagreement in interpretation shall be resolved by the City Council. The City Manager shall institute administrative policy to implement this policy. At the time a new Councilmember is seated, the Mayor and City Manager should review this policy with him/her.

Annually, the City Manager shall review the resource requirements necessary to support the level of service specified in this policy, and recommend as a part of the proposed budget necessary changes of budget resources.

((Adopted: RTC # (date) Amended: RTC # (date) etc.)

Lead Department: Office of the City Manager

For reference, see also: 7.4.14 Legislative Advocacy Positions; 7.4.15 Council Advocacy

Policy 7.4.7 Council Correspondence

POLICY PURPOSE:

It is the purpose of this policy to establish guidelines and standards regarding City resources and support for Councilmembers. This policy is supplementary to and in no way intended to conflict with the City Charter. For further information on this subject, see:

- City Charter, Section 807
- Code of Ethics and Conduct for Elected Officials (available on the City's internal Web site or in the Office of the City Clerk)

POLICY STATEMENT:

I. Preparation of correspondence relating to official City business will be provided upon request within the resource restraints of the adopted budget.

II. Correspondence Preparation.

- A. The Mayor or his/her designee shall sign all correspondence on behalf of the entire Council. All correspondence in which the City takes a position on a piece of legislation or issue shall be signed by the Mayor with a copy placed in the Mayor's Correspondence File (accessible to all Councilmembers for review). Before routing to the Mayor for signature, all correspondence in which the City takes a position on a piece of legislation or issue must be approved by the department director. City Manager approval is required in cases when it is unclear if an official City policy supports performing advocacy. The originating department Director, City Manager and IGR Officer shall be copied on all IGR-related correspondence.

All correspondence conveying thanks or appreciation on behalf of the entire City Council shall be signed by the Mayor. This does not preclude individual Councilmembers from creating their own personal correspondence. However, a Councilmember may not request, nor use City resources in the preparation of personal correspondence or correspondence to political organizations in support or pursuit of a political office, or in support of someone else's pursuit of a political office.

- B. Staff will not prepare correspondence representing a Councilmember's personal point of view or a dissenting point of view from an official City policy or Council position. If Councilmembers use their title, position, or City letterhead to express a personal opinion, the official City position must be stated clearly so the audience understands the difference between the official City position and the minor viewpoint of the Councilmember. (See Code of Conduct for Elected Officials for more information). A copy of any and all correspondence developed

by or for a councilmember on City letterhead shall be provided to the Office of the City Manager for filing.

- C. The City Manager is responsible for assigning appropriate staff to assist the City Council in the preparation of correspondence. Assigned staff prepares correspondence for signature and submits it to the Executive Assistant to the Mayor and Council for coordination of the Mayor/Councilmember's signature. Unless the Mayor/Councilmember determines that revision(s) to the document are required, signed correspondence is returned by the Executive Assistant to the preparer for mailing, distribution, and filing with their department. Copies of all correspondence signed by the Mayor or Council are maintained in the Council Files by the Executive Assistant and are open to public inspection during normal business hours.

III. Implementation.

The City Manager shall monitor those provisions of this policy within the City Manager's Charter responsibilities. Disagreement in interpretation shall be resolved by the City Council. The City Manager shall institute administrative policy to implement this policy. At the time a new Councilmember is seated, the Mayor and City Manager should review this policy with him/her.

Annually, the City Manager shall review the resource requirements necessary to support the level of service specified in this policy, and recommend as a part of the proposed budget necessary changes of budget resources.

((Adopted: RTC # (date) Amended: RTC # (date) etc.)

Lead Department: Office of the City Manager

For reference, see also: 7.4.9 Receiving and Responding to Community Member Inquiries and Concerns

Policy 7.4.8 Council and Mayor's Mail and AnswerPoint Email

POLICY PURPOSE:

It is the purpose of this policy to establish guidelines and standards regarding City resources and support for Councilmembers. This policy is supplementary to and in no way intended to conflict with the City Charter. For further information on this subject, see:

- City Charter, Section 807
- Code of Ethics and Conduct for Elected Officials (available on the City's internal Web site or in the Office of the City Clerk)

POLICY STATEMENT:

I. Council and Mayor's Mail and AnswerPoint Email.

- A. Council and Mayor's Mail. Mail for Council, unless marked confidential or personal, is opened, date stamped, and placed in Council mailboxes daily by the Executive Assistant to the City Council. The Mayor shall have the option of opening his/her own mail. If he/she chooses to have staff open his/her mail, all mail not marked confidential or personal shall be opened daily and date stamped by the Executive Assistant to the City Council, reviewed by the City Manager, and delivered to the Mayor's office. Copies of letters to the Mayor are also copied to Council Files maintained by the Executive Assistant to the City Council.
- B. AnswerPoint Email. Emails from both Council and Mayor AnswerPoints are reviewed by the Executive Assistant to the City Council and forwarded to Councilmembers, copying the City Manager, Assistant City Manager, and affected Department Heads. These emails are also copied to Council Files (See Admin Policy Chapter 1, Article 17, for more information on how to respond to "Customer Concerns and Inquiries").

II. Council Mail and Meeting Packets.

- A. Council Mail Packets are delivered generally twice a week to Councilmembers. Councilmembers receive a Council packet on the dais at each Tuesday night's Council meeting. If there is no Council meeting on Tuesday, the Tuesday packet is held over until Thursday delivery unless there are urgent mail items.
- B. Council Meeting Packets are also delivered to Councilmembers' homes each Thursday evening along with Council binders for the next Tuesday's Council meeting. If a holiday falls on a Thursday, packets are delivered the day before the holiday(s) occur. Packets include a current copy of the Council Calendar. With the exception of the two deliveries noted above, and/or emergencies as defined by the City Manager, Councilmembers are to deliver and retrieve their own mail and materials to and from City Hall.

III. Implementation.

The City Manager shall monitor those provisions of this policy within the City Manager's Charter responsibilities. Disagreement in interpretation shall be resolved by the City Council. The City Manager shall institute administrative policy to implement this policy. At the time a new Councilmember is seated, the Mayor and City Manager should review this policy with him/her.

Annually, the City Manager shall review the resource requirements necessary to support the level of service specified in this policy, and recommend as a part of the proposed budget necessary changes of budget resources.

((Adopted: RTC # (date) Amended: RTC # (date) etc.)

Lead Department: Office of the City Manager

For reference, see also: 7.4.9 Receiving and Responding to Community Member Inquiries and Concerns

Policy 7.4.9 Receiving and Responding to Community Member Inquiries and Concerns

POLICY PURPOSE:

It is the purpose of this policy to establish guidelines and standards regarding City resources and support for Councilmembers. This policy is supplementary to and in no way intended to conflict with the City Charter. For further information on this subject, see:

- City Charter, Section 807
- Code of Ethics and Conduct for Elected Officials (available on the City's internal Web site or in the Office of the City Clerk)

POLICY STATEMENT:

I. Inquires Relating to Administrative or Operational Issues.

All non-emergency community member inquiries and concerns *dealing with the administrative or operational affairs of the City* which are received by Council (whether at home or at the City) shall be routed to the City Manager and appropriate Department Head(s) for information and follow-up. Staff shall respond to the inquiry or complaint, most often in the same form it was received (i.e., letter, email, phone). Any community concern initially directed to Council shall be tracked by staff with resolution copied to the City Manager and copied to Council Files by the Executive Assistant to Council, thereby ensuring that the same information is made available for review by all members of Council.

II. Inquiries Relating to Council Policy.

All community member concerns or inquiries *dealing with Council policy* should be routed to the Mayor and Council for consideration and follow up, with a copy to the City Manager, City Attorney, and affected Department Heads. Copies of communications related to items on Council's upcoming agenda shall be included whenever possible in the agenda packets prepared for Council prior to the public hearing.

Inquiries concerning any City incident or operation shall not be answered until it is safe and practical to do so, and at such time as it will not jeopardize staff response to the incident or operation.

Staff shall make every effort to acknowledge (simply confirm receipt of) customer contacts the same day they are received. Acknowledgement of concerns received by letter shall be mailed within 3 business days.

If staff cannot respond (provide an answer) to a customer within five working days of initial contact, an interim reply shall be provided which:

- Acknowledges receipt;
- Briefly explains the reason a complete response cannot be provided at this time; and

- Identifies a reasonable time frame when a response will be sent.

A complete follow-up response should not exceed ten working days from the date of initial contact.

If responding to a customer will exceed ten working days, staff shall continue to communicate with the customer, and shall continue to identify reasonable time frames when follow-up responses will be provided.

(For more detail, see Administrative Policy Manual, Chapter 1, Article 17: “Customer Inquiries and Concerns.”)

III. Implementation.

The City Manager shall monitor those provisions of this policy within the City Manager’s Charter responsibilities. Disagreement in interpretation shall be resolved by the City Council. The City Manager shall institute administrative policy to implement this policy. At the time a new Councilmember is seated, the Mayor and City Manager should review this policy with him/her.

Annually, the City Manager shall review the resource requirements necessary to support the level of service specified in this policy, and recommend as a part of the proposed budget necessary changes of budget resources.

((Adopted: RTC # (date) Amended: RTC # (date) etc.)

Lead Department: Office of the City Manager

For reference, see also:

Policy 7.4.10 Council Inquiries and Requests for Information and Records

POLICY PURPOSE:

It is the purpose of this policy to establish guidelines and standards regarding City resources and support for Councilmembers. This policy is supplementary to and in no way intended to conflict with the City Charter. For further information on this subject, see:

- City Charter, Section 807
- Code of Ethics and Conduct for Elected Officials (available on the City's internal Web site or in the Office of the City Clerk)

POLICY STATEMENT:

I. It is recognized that Council's work cannot be fully conducted at Council meetings. It is also recognized that the City Charter places the responsibility on the City Manager to conduct the day-to-day affairs of the City consistent with established Council policy and does not permit Councilmembers to direct the activities of City staff. The following policies regarding staff assistance are established to comply with the City Charter and meet the ~~staffing~~ needs of Councilmembers (see Code of Conduct and Code of Ethics for additional guidance):

A. General. Council communications with City staff should be limited to normal City business hours unless the circumstances warrant otherwise. Responses to Council questions posed outside of normal business hours should be expected no earlier than the next business day. A request for information, records, written work or analysis by City staff with support work of up to one (1) hour will be provided. Requests over one hour must be approved by the Council. The City Manager can authorize a deviation from this policy if he/she determines that the request needs to be filled before the Council next meets.

B. Routine Requests for Information and Inquiries.

1. Councilmembers may contact staff directly for information made readily available to the general public on a regular basis by City staff (e.g., "What are the library's hours of operation?") or "How does one reserve a tee time at the golf course?".

2. Under these circumstances staff shall treat the Councilmember no differently than they would the general public, and the Councilmember shall not use their elected status to secure preferential treatment. The City Manager does not need to be advised of such contacts.

3. Assistance in securing single copies of official records will be provided.

- C. Non-Routine Requests for Readily Available Information. Council may also contact staff directly for easily retrievable information *not routinely requested by the general public* so long as it does not require staff to discuss the issue or express an opinion (e.g., “How many traffic lights are there in the City?” or “Under what circumstances does the City lower its flags to half mast?”). Staff shall inform the City Manager of all such Council contacts, and the City Manager shall determine whether to copy all other Councilmembers the requested information.
 - D. Non-routine Requests Requiring Special Effort. Any Councilmember request or inquiry that requires staff to compile information that is not readily available or easily retrievable and/or that requests staff express an opinion (legal or otherwise) must be directed to the City Manager, or to the City Attorney, as appropriate (e.g., “How many Study Issues completed over the past five years have required 500 or more hours of staff time?” or “What is the logic behind the City’s sign ordinances affecting businesses along El Camino Real?”). The City Manager (or City Attorney as appropriate) shall be responsible for distributing such requests to his/her staff for follow-up. Responses to such requests shall be copied to all Councilmembers, the City Manager, the City Attorney as appropriate, and affected Department Heads. [See more in Section II below.](#)
 - E. Questions Regarding Reports to Council. Councilmembers should forward any questions regarding staff “Reports to Council” at least 24 hours in advance of the Council meeting for which that item is agendaized. During Council meetings, any questions from Council having to do with non-agenda items shall be directed to the City Manager for follow-up.
 - F. Meeting Requests. Any Councilmember request for a meeting with staff must be directed to the City Manager or City Attorney, as appropriate. When in doubt about the appropriateness of a communication with staff, Councilmembers shall ask the City Manager for advice.
 - G. Restricted Information. Under certain circumstances, requests for information regarding operations or personnel may be legally restricted. Applicable statutes include: The Peace Officers’ Procedural Bill of Rights (California Government Code Section 3300, et seq.), Confidentiality of Peace Officer Records (California Penal Code Section 832.5-7), and a number of exceptions to the California Public Records Act, defined in Government Code Section 6254. Providing information in response to such requests could violate the law, and might also violate due process rights that have been defined for employees in the State of California. Accordingly, it shall be the policy of the City of Sunnyvale to strictly comply with all applicable legal authorities governing the release of personnel information and records. [See more in Section II below.](#)
- II. [Section I above Council Policy 7.3.13](#) addresses councilmembers’ request for information and records of a routine and non-routine nature and primarily addresses records which are available to the general public. Additionally, this Policy will establish Guidelines and

Standards regarding requests by the Council and individual councilmembers for City records and information which may not be available to the general public. This Policy obligates the City Manager and City Attorney to determine the appropriate labeling of the records or information and is intended for benefit of the City, staff and the community.

A. Guiding Principles.

1. The Sunnyvale City Charter provides that the Sunnyvale Municipal Government shall be conducted as a “Council-Manager” form of government and requires the Council to deal directly with the officers and employees of the City through the City Manager or City Attorney. The Charter also provides that the City Attorney shall control all legal business and proceedings and, subject to contracting requirements and budget constraints, may employ other attorneys, appraisers and other technical expert services to assist with or take charge of any litigation or matter.
2. The Council has the clear authority under the Charter to conduct an inquiry into the affairs of the City or the conduct of any department or office which the City Council authorizes with at least four (4) votes. An individual councilmember may request a vote of the Council to initiate such an inquiry.
3. While the vast majority, perhaps 95% of public records are available to the general public, some information and records are by law restricted and may not be released to the public. Some public records are maintained on a strictly “need-to-know” basis and may not be released by staff, even to the City Council. Laws governing these records often impose a legal obligation on part of City staff (e.g. personnel records, medical and health records; some tax information; police records) and also may create privileges to that privacy or non-disclosure.
4. This Policy acknowledges that some non-public records may become public records in the future. Some records such as personnel records or medical information may never lose their cloak of privacy, absent the consent by the party who possesses the privilege or protection.
5. The City Charter and principles of governance provide that the City Council can establish rules for the conduct of its business and proceedings and may sanction a person for disorderly or improper conduct at any meeting or for the disclosure or abrogation of any of the rights of the City, staff or its residents as it may be related to the right to privacy and non-disclosure of information and records.

B. Closed Session Information and Records.

1. No person shall disclose confidential information that has been acquired by being present in a closed session to a person not entitled to receive it unless the legislative body by affirmative vote authorizes disclosure of that confidential information.
2. This Policy hereby creates a presumption that any information, records or written materials received as part of a closed session are confidential in nature and may not be disclosed without permission of the City Attorney, the City Manager after consultation with the City Attorney, or disclosure is authorized by a majority vote of the City Council. The Council is free to request clarification of this issue while in closed session or independently with the City Attorney.
3. All materials provided as part of a closed session including materials distributed before the closed session and those distributed in the closed session are to be returned to City staff prior to the conclusion of the closed session unless the City Attorney, the City Manager, in consultation with the City Attorney, or a majority vote of the Council authorizes retention of the materials. The authorization to retain materials does not affect the privilege of confidentiality affecting those materials, the information and/or the obligation to not disclose any of said information or materials.

C. Personnel, Medical Information and Public Safety Records.

1. As a general rule City Council has no authority to review individual employee personnel records and/or medical information, with the exception of the personnel files and nonmedical information relating to the City Attorney or City Manager.
2. Council has a limited privilege to review information which may be necessary in the personnel context as part of labor negotiations. If that that information is received in closed session, Section 2II.B of this Policy applies.
3. Council may have access to information and records maintained by the public safety department which are accessible public records and non-confidential in nature as determined by the Chief of Public Safety in consultation with the City Attorney.

D. Attorney-Client and Work-Product Privileged Information and Records.

1. Consistent with City Charter Section 908, while the City Attorney controls all legal business and proceedings of the City subject to contracting and budget constraints, the City Council can review with the City Attorney the handling of any matter, including litigation and shall have the right to

view contracts authorized by the City Attorney and the negotiation and payment of legal invoices.

2. Council shall exercise this right through either the supervision of individual cases as those matters come before the Council or as part of the City Attorney evaluation process.

E. Procedure for Access to Information.

1. Litigation/Legal – Any individual councilmember seeking to examine individual contracts, invoices, payments or records involving confidential information or records handled by the City Attorney may request that Council conduct an inquiry as is authorized under Section 807 of the City Charter. If the inquiry arises as part of the evaluation of the City Attorney, the Mayor shall advise the City Attorney in advance of the evaluation proceeding that the Council has voted by at least four affirmative votes to inquire into one or more matters specified in this Policy. The City Attorney shall respond with sufficient information and detail as may be required by the Council.
2. If the request or inquiry is made as part of a public meeting the requesting councilmember shall state the request in the form of a motion. If the motion receives a second, the matter shall be voted on and four votes shall authorize access by the Council. The City Manager and City Attorney are directed to determine in what context the access can occur to maintain any privilege or comply with any obligation imposed on the City by law.
3. If legally permissible, a councilmember may review confidential information directly with the City Manager or City Attorney in a manner which preserves and protects the attorney-client and attorney work-product privileges of the City and is consistent with the time limitations of ~~Section I above~~ Policy 7.3.13.
4. Attempts to access information or records in violation of this policy shall be ruled as “out of order” by the Mayor if the attempt occurs at a public meeting and reported to the Mayor if the violation occurs outside of a public meeting.

F. Limitations and Exclusions.

1. The Policy is supplementary to and in no way is intended to conflict with the City Charter or to compromise or abrogate the privileges possessed by the City including, but not limited to, the attorney-client privilege, the attorney work-product privilege, the obligations and privileges with respect to personnel records, medical information and records under HIPPA and other laws and regulations. This policy also does not impact

the City's rights and obligations under the California Public Records Act, Government Code 6254, et seq.

2. Confidential public records shall only be disclosed to staff on a need-to-know basis only as may be determined by the custodian of those records in consultation with the City Attorney.
3. If a confidential record no longer needs to be held as confidential, it shall be considered an accessible public record.

III. Implementation.

The City Manager shall monitor those provisions of this policy within the City Manager's Charter responsibilities. Disagreement in interpretation shall be resolved by the City Council. The City Manager shall institute administrative policy to implement this policy. At the time a new Councilmember is seated, the Mayor and City Manager should review this policy with him/her.

Annually, the City Manager shall review the resource requirements necessary to support the level of service specified in this policy, and recommend as a part of the proposed budget necessary changes of budget resources.

((Adopted: RTC # (date) Amended: RTC # (date) etc.)

Lead Department: Office of the City Manager

For reference, see also: 7.4.6 Council Announcements and Speeches.

Policy 7.4.11 Council Files

POLICY PURPOSE:

It is the purpose of this policy to establish guidelines and standards regarding City resources and support for Councilmembers. This policy is supplementary to and in no way intended to conflict with the City Charter. For further information on this subject, see:

- City Charter, Section 807
- Code of Ethics and Conduct for Elected Officials (available on the City's internal Web site or in the Office of the City Clerk)

POLICY STATEMENT:

- I. The purpose of the Council Files is to provide a reference for Councilmembers and the public of written information that has been submitted to Council either by regular or electronic mail.
 - A. Council Files. The Council Files contain information of a general interest to the Council. The Files are maintained by the Council Executive Assistant, and all items three years or older are automatically purged from the Files. The Council Files are available for inspection to any interested person during regular business hours.
 - B. Mayor's Correspondence File. The purpose of the Mayor's Correspondence File is to provide a reference for Councilmembers and the public of written correspondence signed by the Mayor.
- II. Implementation.
The City Manager shall monitor those provisions of this policy within the City Manager's Charter responsibilities. Disagreement in interpretation shall be resolved by the City Council. The City Manager shall institute administrative policy to implement this policy. At the time a new Councilmember is seated, the Mayor and City Manager should review this policy with him/her.

Annually, the City Manager shall review the resource requirements necessary to support the level of service specified in this policy, and recommend as a part of the proposed budget necessary changes of budget resources.

((Adopted: RTC # (date) Amended: RTC # (date) etc.))

Lead Department: Office of the City Manager

For reference, see also: 7.4.8 Council and Mayor's Mail and AnswerPoint Email; 7.4.9 Receiving and Responding to Community Member Inquiries and Concerns

Policy 7.4.12 Council Appointments to Intergovernmental Agencies

POLICY PURPOSE:

It is the purpose of this policy to establish guidelines and standards regarding City resources and support for Councilmembers. This policy is supplementary to and in no way intended to conflict with the City Charter. For further information on this subject, see:

- City Charter, Section 807
- Code of Ethics and Conduct for Elected Officials (available on the City's internal Web site or in the Office of the City Clerk)

~~The purpose of~~ Additionally, this policy ~~is to~~ provides clarity around the appointment of Councilmembers and non-Councilmembers to intergovernmental (IGR) assignments, including appointment criteria, appointment process, and term length. The policy also addresses Council subcommittees and task forces.

POLICY STATEMENT:

I. City Councilmember Appointments to Intergovernmental Agencies

- The City Council appoints members to a variety of intergovernmental agencies in order to represent the City's interests and to influence policies and regulations of other agencies.

In general, appointments are governed by the following principles:

- A. For those IGR assignments where the City's representative serves at the discretion of the Council, the City Council will nominate members to fill vacancies on IGR bodies as part of a noticed agenda item at a regular meeting.
- B. For appointments made by outside bodies (for example, the Cities Association or the League of California Cities), the City Council must ratify the appointment of a Councilmember as part of a noticed agenda item at a regular meeting. No further Council ratification is needed for subcommittee appointments if the appointing committee assignment has already been ratified by Council.
- C. The term of office for the Sunnyvale representative shall be in accordance with the by-laws of the intergovernmental agency to which they were appointed. For agencies with no defined terms, the appointments shall be made annually in January. Notwithstanding, in all cases, Councilmember assignments and appointments shall terminate automatically when a Councilmember leaves office, effective upon the Councilmember's last day of service.
- D. In the event a vacancy occurs during a term, the Council will select a member to serve the remainder of that term as part of a noticed agenda at a regular meeting.

Councilmembers shall notify the IGR Manager of any changes to IGR assignments.

- E. Council shall appoint a member to serve as an alternate to IGR bodies at the request of the agency or when the nature of the assignment requires a representative always be present.
- F. Staff support is provided to Councilmembers serving on IGR bodies as directed by the City Manager and in accordance with this Policy.
- G. When representing the City on an intergovernmental committee, Councilmembers must vote in accordance with the official City position on an issue, regardless of the Councilmember's individual position.
- H. Cities Association of Santa Clara County (CASCC): City Council Representation

The Cities Association of Santa Clara County was formed in 1990 (formerly the "Intergovernmental Council") in order to represent the mutual interests of the diverse fifteen cities of Santa Clara County and to present a unified voice for the cities in dealing with other agencies, organizations and levels of government. The Association was established through a joint powers agreement, and is funded exclusively by the fifteen cities.

Each city appoints a city Councilmember to the Board of Directors, which meets monthly. In its role as an advocate for the cities, the group monitors legislative activities at the state and federal levels.

The issue of selection of the representative shall be placed on the agenda of the Council meeting following the meeting when the Mayor is selected. By tradition, the Mayor represents the City of Sunnyvale on the Board of Directors. The Mayor has the discretion to designate another Councilmember to serve on the Board of the CASCC in his or her stead.

- I. City Council Appointment of a Non-Councilmember to an IGR Assignment

The City Council may, on occasion, appoint a non-Councilmember to represent the City's interest on an intergovernmental body. These appointments must be made as part of a noticed agenda item at a regular meeting. In those circumstances:

- 1. Staff support is not provided to non-Councilmembers who serve on an intergovernmental body, although a staff member liaison will be designated by the City Manager.
- 2. Non-Councilmembers serving on intergovernmental bodies shall provide a summary written report to the entire City Council and the City Manager after each intergovernmental agency meeting they attend.

II. Mayoral Appointments to Intergovernmental Agencies

The Mayor appoints members to a variety of intergovernmental agencies in order to represent the City's interests and to influence policies and regulations of other agencies.

In general, appointments are governed by the following principles:

- A. The Mayor may appoint him/herself.
- B. For those IGR assignments where the City's representative serves at the discretion of the Mayor, the Mayor will appoint members to fill vacancies on IGR bodies.
- C. Mayoral appointments include appointments to the US Conference of Mayors' Policy Committees; Cities Association of Santa Clara County's Board of Directors, City Selection Committee, and Legislative Action Committee; the Advisory Council to the Council on Aging; and Council voting delegates and alternates for annual League of California Cities and National League of Cities conferences.
- D. As vacancies occur to the Mayoral appointment to the Advisory Council to the Council on Aging, the Mayor may direct staff to recommend individuals for consideration.

III. Staff Support to IGR Assignments

Staff assistance shall be provided to Councilmembers serving on intergovernmental bodies when the Council has approved the appointments of a member to that body, or in the case when the Council is not the approving body, if the Council has consented to that member sitting on that body (see Council Policy, 7.3.12 regarding the City Council Appointments to Intergovernmental Agencies, City Council Subcommittees and Council or Mayor-Created Advisory Task Forces). Unless officially approved by the Council, no staff support shall be provided once a Councilmember leaves City office. The City's Intergovernmental Relations (IGR) Program is coordinated within the Office of the City Manager. The Office of the City Manager is responsible for assisting Council with applications for IGR committees, determining levels of staff support, presenting Reports to Council to ratify IGR appointments, and maintaining the Council IGR committee database.

For purposes of this policy, intergovernmental bodies are broadly defined to include committees of intergovernmental agencies or organizations. Staff support shall be consistent with the following guidelines:

- A. Assignments will be made by the City Manager.

- B. If the intergovernmental body has its own professional staff, such staff should be utilized to the greatest practical extent, rather than City staff.
- C. Assigned staff shall meet with newly assigned Councilmembers regarding the expected level of support. A form will be provided to reflect the agreed upon level of support with appropriate signatures. This form is updated at a Councilmember's request, or upon a change in assignment.
- D. Staff shall request that the Councilmember be placed on the committee's mailing list to receive all required information.
- E. Assigned City staff shall not attend the intergovernmental meeting unless the Councilmember requests such attendance from the City Manager, and the Manager approves.
- F. The primary responsibility of assigned staff is to review issues before the intergovernmental body as they may affect the City, and to advise and assist the Councilmember in presenting issues before the full Council. Staff is encouraged to communicate with Council in writing to avoid miscommunication. IGR information provided to Council shall be consistent with adopted City policies (consider General Plan Sub-elements, adopted legislative advocacy positions, or past Council practice).
- G. In the absence of adopted policy, staff should determine whether the issue is significant enough to warrant a Council adopted position. If so, the City Manager should be notified in a timely manner so that the issue can be placed on a Council agenda.
- H. Councilmembers shall not direct staff to conduct major research. Major research shall occur only upon the direction of the City Manager.
- I. As directed by the City Manager, assigned staff may prepare formal IGR correspondence on behalf of Councilmembers only on issues arising from a Councilmember's IGR committee assignment. Always copy the originating department Director, City Manager and IGR Officer on all IGR-related correspondence (For more detail on IGR advocacy correspondence, see Section E: "Correspondence Preparation").
- J. Council may provide updates on their IGR assignments during the Council Updates on Intergovernmental Activities section of the Council agenda.
- K. Legislative Briefings. Staff prepares briefing reports for Councilmembers attending conferences and meetings as directed by the City Manager. Such reports include up-to-date information on the issues at hand. When the subject is to be

discussed with specific legislators, their position (if known on the matter) should be included in the report.

IV. Implementation.

The City Manager shall monitor those provisions of this policy within the City Manager's Charter responsibilities. Disagreement in interpretation shall be resolved by the City Council. The City Manager shall institute administrative policy to implement this policy. At the time a new Councilmember is seated, the Mayor and City Manager should review this policy with him/her.

Annually, the City Manager shall review the resource requirements necessary to support the level of service specified in this policy, and recommend as a part of the proposed budget necessary changes of budget resources.

(Adopted: RTC 81-602 (10/6/1981); Amended: [No RTC] (6/21/1994); [No RTC, Budget workshop] (5/20/1997); Amended by RTC 05-163 (6/7/05); Amended: [No RTC] (4/19/06); Amended: RTC 08-089 (4/1/08); Amended: RTC 09-001 (1/6/09); Amended: RTC 12-006 (1/10/12); Updated for clarity (8/21/12); Clerical update (1/25/13))

Lead Department: Office of the City Manager

For Reference, see also: 7.4.13 Council Subcommittees and Council or Mayor-Created Advisory Task Forces; 7.4.15 Legislative Advocacy Positions; 7.4.15 Council Advocacy

Policy 7.4.13 Council Subcommittees and Council or Mayor-Created Advisory Task Forces

POLICY PURPOSE:

It is the purpose of this policy to establish guidelines and standards regarding City resources and support for Councilmembers. This policy is supplementary to and in no way intended to conflict with the City Charter. For further information on this subject, see:

- City Charter, Section 807
- Code of Ethics and Conduct for Elected Officials (available on the City's internal Web site or in the Office of the City Clerk)

POLICY STATEMENT:

The City Council and/or Mayor may establish Council subcommittees as stated below. Subcommittees usually comprise less than a quorum of the Council and are generally used to provide more detailed review and analysis of complex issues. Subcommittees make recommendations to the Council but cannot take formal action on behalf of the Council.

For purposes of the State's open meeting law (the "Brown Act") there are two types of council subcommittees: standing committees and ad hoc advisory committees. Under the Brown Act, "standing committees of a legislative body, irrespective of their composition, which have a continuing subject matter jurisdiction, or a meeting schedule fixed by charter, ordinance, resolution, or formal action of a legislative body" are subject to all open meeting requirements.

Ad hoc advisory committees are composed of less than a quorum of the Council and are created for a limited time for a particular purpose. Under the Brown Act, ad hoc committees are not required to comply with open meeting requirements.

I. Standing Committees.

- A. All Council standing committees shall be established by the Council and the membership will be appointed by the Council.
- B. Standing committees exist, with the set membership, unless and until modified by the Council.
- C. Standing committees shall select their own chair. If the committee is unable to select a chair, or if the timing requires immediate action, the Council will appoint the chair.
- D. Standing committees are subject to open meeting requirements. Any action to create or modify the committee must be placed as an item on the Council agenda.

II. Ad Hoc Advisory Committees.

- A. The Mayor may create ad hoc committees of the Council to assist in particular matters as they arise. Members of the committee shall be appointed by the Mayor. Council may request the creation of an ad hoc committee through the Mayor.
- B. Ad hoc committees have a fixed, limited assignment.
- C. No more than three Councilmembers may serve on an ad hoc committee. Ad hoc committee meetings are not subject to open meeting requirements, unless the Mayor directs otherwise when they are formed. The findings and recommendations of the ad hoc committee must be presented to the entire Council at a noticed meeting.
- D. Any action to create or modify the committee must be placed as an item on the Council agenda.

III. Community Member Advisory Task Forces.

There are two types of community member advisory task forces – those that are created by action of the Mayor, and those that are created by the Council.

A. Mayor Created Task Forces

From time to time the Mayor may wish to establish advisory task forces of members of the public, or so-called “blue ribbon panels,” to address specific issues of the day. The task force may be composed solely of community members, but may also include Councilmembers. The Mayor may create an advisory task force at his or her discretion. So long as there are only two Councilmembers included on the task force, they are not considered “legislative bodies” within the meaning of the Brown Act and do not need to comply with open meeting requirements. (This of course does not preclude the task force from holding open and publicly noticed meetings, it simply does not require it.)

Basic principles governing these task forces are:

- 1. Members are appointed by the Mayor, and may include both Councilmembers (no more than two) and non-Councilmembers.
- 2. The advisory task force presents its findings and recommendations to the Mayor; at his or her discretion the Mayor may or may not direct that the findings and recommendations be brought forward to the Council. Any action resulting from advisory task force recommendations must be directed and approved by the Council at a noticed meeting.

3. An advisory task force exists until its work is concluded or it is terminated by the Mayor; in all cases the term is limited to the term of the appointing Mayor.
4. A task force chair shall be selected by the task force unless the Mayor directly appoints a person to serve as chair.

B. Council Created Task Forces

The City Council may take action to create a temporary, community member task force to consider and advise on defined issues or topics. These commissions, created by formal action of the Council, are considered “legislative bodies” for purposes of the Brown Act, and must comply with open meeting requirements.

The following applies to these task forces:

1. Members of the task force are appointed by the Council, or Council’s designee, and may include council members (no more than three). Any action creating such a task force must be taken at a noticed meeting. The Council may choose and utilize relevant criteria for making such appointments.
2. The findings and recommendations of the task force shall be brought forward to the Council at a noticed meeting; likewise, any action resulting from the task force recommendations must be directed and approved by Council at a noticed meeting.
3. The task force exists until it accomplishes its mission or is otherwise terminated by the Council.
4. The task force chair shall be selected by the task force unless the Council directly appoints a person to serve as chair.

IV. Implementation.

The City Manager shall monitor those provisions of this policy within the City Manager’s Charter responsibilities. Disagreement in interpretation shall be resolved by the City Council. The City Manager shall institute administrative policy to implement this policy. At the time a new Councilmember is seated, the Mayor and City Manager should review this policy with him/her.

Annually, the City Manager shall review the resource requirements necessary to support the level of service specified in this policy, and recommend as a part of the proposed budget necessary changes of budget resources.

((Adopted: RTC # (date) Amended: RTC # (date) etc.)

Lead Department: Office of the City Manager

For reference, see also:

Policy 7.4.14 Legislative Advocacy Positions

POLICY PURPOSE:

It is the purpose of this policy to establish guidelines and standards regarding City resources and support for Councilmembers. This policy is supplementary to and in no way intended to conflict with the City Charter. For further information on this subject, see:

- City Charter, Section 807
- Code of Ethics and Conduct for Elected Officials (available on the City's internal Web site or in the Office of the City Clerk)

Additionally, the Legislative Advocacy Positions identify the City's broad advocacy positions on issues and legislation. As defined by the General Plan (Policy 7.3B4), the Legislative Advocacy Positions are short-term in nature, typically speak to pending legislation and current issues, and support the General Plan and guide Council and staff on intergovernmental matters. They are a component of the City's Council Policies, which provide guidelines for City action in all areas of City business. City business is defined as all matters directly related to service delivery, or otherwise contributing to the City's operational success.

POLICY STATEMENT:

- I. Each year the City Manager shall present for Council's consideration draft Legislative Advocacy Positions. Once approved by City Council, these "advocacy positions" become the official City advocacy position on pending legislation.
- II. The LAP is utilized by Councilmembers and staff throughout the year to determine City positions on legislation and intergovernmental issues and minimizes the need for staff to request direction from Council on legislation and issues as they arise. The LAP should not duplicate policies already cited in other Council Policy documents, i.e. the Council Policy Manual, General Plan, Municipal Code, etc.
- III. During the year, staff monitors and researches pending legislation to identify bills that could significantly impact Sunnyvale. Research actions range from web site research to contacting legislative analysts in government offices and city associations. Staff may also conduct limited advocacy should issues arise throughout the year that significantly impact the City, and if Council positions have previously been established by the LAP.
- IV. To consolidate documents, underscore important issues, and focus the City's limited advocacy resources, Policy 7.4.14 includes the City's annual priority issues. Council developed the concept of the LAP in 1982 (RTC 82-590). Following annual Council approval, the current year's City Priorities and Legislative Advocacy Positions are attached to this policy.
- V. Implementation.
The City Manager shall monitor those provisions of this policy within the City Manager's Charter responsibilities. Disagreement in interpretation shall be resolved by the City

Council. The City Manager shall institute administrative policy to implement this policy. At the time a new Councilmember is seated, the Mayor and City Manager should review this policy with him/her.

Annually, the City Manager shall review the resource requirements necessary to support the level of service specified in this policy, and recommend as a part of the proposed budget necessary changes of budget resources.

(Adopted: RTC 95-018 (1/17/1995); Amended: 96-016 (3/23/1996), 97-002 (1/14/1997), 98-008 (1/13/1998), 98-246 (7/14/1998), 98-264 (7/21/1998), 98-304 (8/18/1998), 99-009 (1/12/1999), 00-020 (1/25/2000), 01-002 (1/9/2001), 02-018 (1/15/2002), 03-021 (1/14/2003), 04-018 (1/13/2004) 05-009 (1/11/2005); (Clerical/clarity update, Policy Update Project 12/2005); 06-038 (2/7/2006); (Index added 5/22/06); 07-036 (01/30/2007); Clarity update (6/21/07); 08-063 (2/26/08); 09-046 (2/24/09); 10-016 (1/26/10); 11-022 (2/8/11); Adopted: RTC 12-009 (2/7/12); Amended: RTC: 12-048 (2/28/12); Updated for clarity (9/5/12); Adopted w/ modification: RTC: 13-020 (1/29/13))

Lead Department: Office of the City Manager

For Reference see also: 7.4.15 Council Advocacy, 7.4.16 Ballot Measure Positions.

Policy 7.4.15 Council Advocacy

POLICY PURPOSE:

It is the purpose of this policy to establish guidelines and standards regarding City resources and support for Councilmembers. This policy is supplementary to and in no way intended to conflict with the City Charter. For further information on this subject, see:

- City Charter, Section 807
- Code of Ethics and Conduct for Elected Officials (available on the City's internal Web site or in the Office of the City Clerk)

POLICY STATEMENT:

I. Taking a Position on a Legislative Issue.

Councilmembers or staff wishing to take a position on a legislative issue must first determine whether an official City position already exists. If unsure, Councilmembers should consult the City Manager who will direct a staff search of existing policies. If a City position already exists, the Mayor is the official spokesperson for the City. Councilmembers must not express conflicting opinions unless they clearly identify the City's official position and clarify that theirs is a minority viewpoint in conflict with the City's position. If an official City position does not already exist, the Councilmember must first decide whether or not the issue warrants being agendized for Council consideration. If so desired, the Councilmember should alert the Mayor and the City Manager, who will agendize the issue for future Council consideration. Staff will prepare a Report to Council discussing the pending legislation and providing a staff recommendation to either support, oppose or take no position regarding the legislation.

II. Advocacy.

The Mayor or his/her designee shall make all advocacy telephone calls in cases when the City takes a position on a piece of legislation or issue and when a telephone call is deemed the most effective means of advocacy. Brief talking points may be prepared/coordinated by department IGR Liaisons that include: Specific information regarding who to call including name, title, and phone number(s); applicable existing City policy that supports taking an advocacy position; and a couple of brief talking points that include the specific action requested. Just as in the case of written IGR advocacy correspondence and before being routed to the Mayor, all telephone talking points in which the City takes a position on a piece of legislation or issue must be approved by the department director. A copy of all telephone talking points in which the City takes a position on a piece of legislation or issue shall be placed in the Mayor's Correspondence File (accessible to all Councilmembers for review). City Manager approval is required in cases when it is unclear if an official City policy supports performing advocacy. The originating department Director, City Manager and IGR Officer shall be copied on all IGR-related correspondence.

Upon request, staff may contact staff of federal, state or county elected or officials to perform advocacy on legislation or issues that may significantly impact the City of Sunnyvale and for which existing City policy exists.

III. Implementation.

The City Manager shall monitor those provisions of this policy within the City Manager's Charter responsibilities. Disagreement in interpretation shall be resolved by the City Council. The City Manager shall institute administrative policy to implement this policy. At the time a new Councilmember is seated, the Mayor and City Manager should review this policy with him/her.

Annually, the City Manager shall review the resource requirements necessary to support the level of service specified in this policy, and recommend as a part of the proposed budget necessary changes of budget resources.

((Adopted: RTC # (date) Amended: RTC # (date) etc.)

Lead Department: Office of the City Manager

For Reference, see also: 7.4.14 Legislative Advocacy Positions; 7.4.16 Ballot Measure Positions.

Policy 7.4.16 Ballot Measure Positions

POLICY PURPOSE:

It is the purpose of this policy to establish guidelines and standards regarding City resources and support for Councilmembers. This policy is supplementary to and in no way intended to conflict with the City Charter. For further information on this subject, see:

- City Charter, Section 807
- Code of Ethics and Conduct for Elected Officials (available on the City's internal Web site or in the Office of the City Clerk)

POLICY STATEMENT:

I. Council Action on Ballot Measures.

- A. As soon as possible following the release of the Secretary of State's *Official Voter Information Guide (Guide)* or the Santa Clara County Registrar of Voter's *Voter Information Pamphlet (Pamphlet)*, staff will present to Council a report reviewing proposed ballot measures. (Should Council want to review proposed ballot measures prior to the release of the *Guide* or *Pamphlet*, Council should request such a review of the city manager; in this instance, the report will most likely not include staff analysis.)
- B. Staff shall provide analysis and a position recommendation of only those ballot measures that directly impact City business. Consistent with Council Policy 7.3.2, *Legislative Advocacy Positions*, City business is defined as all matters directly related to service delivery, or otherwise contributing to the City's operational success. All measures deemed not City business will be presented via the same report for potential Council Action, however, will not include staff analysis. If staff is unclear about whether a specific measure affects City business staff shall consult the Mayor and Vice Mayor with an initial review of the measures and a proposed designation of City business or not City business.
- C. Any ballot measure issue that is already covered by City policy will include a citation and summary of that policy. Ballot measure issues which are not covered by existing policy will include staff analysis of potential impacts to City operations or fiscal impacts.

II. Implementation.

The City Manager shall monitor those provisions of this policy within the City Manager's Charter responsibilities. Disagreement in interpretation shall be resolved by the City Council. The City Manager shall institute administrative policy to implement this policy. At the time a new Councilmember is seated, the Mayor and City Manager should review this policy with him/her.

Annually, the City Manager shall review the resource requirements necessary to support the level of service specified in this policy, and recommend as a part of the proposed budget necessary changes of budget resources.

((Adopted: RTC # (date) Amended: RTC # (date) etc.)

Lead Department: Office of the City Manager

For reference, see also: 7.4.14 Legislative Advocacy Positions; 7.4.15 Council Advocacy



City of Sunnyvale

Agenda Item

14-0871

Agenda Date: 11/25/2014

Tentative Council Meeting Agenda Calendar



City of Sunnyvale

Tentative Council Meeting Agenda Calendar

Tuesday, December 9, 2014 - City Council

Closed Session

- 14-0495** 5 P.M. SPECIAL COUNCIL MEETING (Closed Session)
Closed Session held pursuant to California Government Code Section
54957: PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: City Manager

Study Session

- 14-0501** 6 P.M. SPECIAL COUNCIL MEETING (Study Session)
How the City Council Works Together

Special Order of the Day

- 14-0950** SPECIAL ORDER OF THE DAY - Recognition of Sunnyvale Library
Centennial

Public Hearings/General Business

- 14-0673** Consideration of Housing Mitigation Fee Nexus Study Findings and
Alternatives
- 14-0953** Receive and File the FY 2013/14 Budgetary Year-End Financial Report,
Comprehensive Annual Financial Report, and Sunnyvale Financing
Authority Financial Report; and Approve Budget Modification No. 26
- 14-1003** Update to the Status of Department of Public Safety Recruitment and
Staffing and Approval of Budget Modification No. 26
- 14-1007** Introduce Ordinances to Amend the Sunnyvale Municipal Code by Adding
Section 2.09.220 to Comply with New State Law for the Payment of
Prevailing Wages for Infrastructure Work, and by Modifying Chapter 2.08
to Increase the City Manager's Bid Rejection Threshold
- 14-1076** 2014 4th Quarterly Consideration of GENERAL PLAN AMENDMENT
INITIATION REQUEST
- File #: 2014-7958
Location: 690 E. Arques Avenue (APN: 201-31-005)
Proposed Project: Request to study a General Plan Land Use
Designation change from Industrial to Schools, Residential High Density,
or other designation that would accommodate a middle and high school.
This Study may include other properties in the vicinity and evaluate other

General Plan designations.
Applicant / Owner: Summit Public Schools

- 14-1111** Adopt Memorandum of Understanding between the City of Sunnyvale and the Sunnyvale Managers Association (SMA) and the corresponding Resolution to Amend the City's Salary Resolution and the Resolution for Paying and Reporting the Value of Employer Paid Member Contributions for CalPERS Retirement

Tuesday, December 16, 2014 - City Council

Closed Session

- 14-0497** 4:30 P.M. SPECIAL COUNCIL MEETING (Closed Session)
Closed Session held pursuant to California Government Code Section 54957: PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: City Attorney

Study Session

- 14-0627** 5:30 P.M. SPECIAL COUNCIL MEETING (Study Session)
Discussion of Upcoming Selection of 2015 Vice Mayor
Location: West Conference Room
- 14-0752** 5:45 P.M. SPECIAL COUNCIL MEETING (Study Session)
School Enrollment Rate and Projections
Location: Council Chambers

Public Hearings/General Business

- 14-0286** Approve Design Guidelines for multi-family residential projects to address size, bulk and scale; Find that the project is exempt under CEQA pursuant to Guideline 15061(b)(3). (Study Issue original title: City Policies Governing Housing Density) (Study Issue)
- 14-0594** Approval of a Funding Agreement with the Santa Clara Valley Water District for CEQA Review and Design Costs to Retain a Membrane Bioreactor Option at the Water Pollution Control Plant, Approval of an Amendment to an Existing Contract with Carollo Engineers for the Additional Services, and Approval of Budget Modification No. 32
- 14-0790** Recommend Adoption of Resolution to Amend the General Plan by Adopting the 2015-2023 Housing Element
CEQA Review: Negative Declaration

Tuesday, January 6, 2015 - City Council

Public Hearings/General Business

- 15-0001** Select Vice Mayor for 2015

-
- | | |
|----------------|--|
| 15-0002 | Approve the 2015 City Council Meeting Calendar |
| 15-0003 | Annual Public Hearing - Discussion of Potential Council Study Issues and Budget Issues for Calendar Year 2015 |
| 15-0004 | City Council 2015 Appointments to Intergovernmental and Internal Assignments, Council Subcommittees, and Community Member Appointments |
| 15-0005 | 2015 Seating Arrangements for City Council |
| 15-0008 | Approve the Proposed 2015 Priority Issues and Short and Long-term Legislative Advocacy Positions (LAPs) |

Tuesday, January 13, 2015 - City Council

Special Order of the Day

- | | |
|----------------|--|
| 15-0006 | SPECIAL ORDER OF THE DAY - Recognition of Outgoing Vice Mayor |
| 15-0007 | SPECIAL ORDER OF THE DAY - Ceremonial Oath of Office for Incoming Vice Mayor |

Friday, January 30, 2015 - City Council

Study Session

- | | |
|----------------|--|
| 15-0009 | 8:30 A.M. SPECIAL COUNCIL MEETING
Study Issues/Budget Issues Workshop |
|----------------|--|

Tuesday, February 10, 2015 - City Council

Study Session

- | | |
|----------------|---|
| 15-0010 | 5 P.M. SPECIAL COUNCIL MEETING (Study Session)
Board and Commission Interviews (as necessary) |
| 14-0845 | 6 P.M. SPECIAL COUNCIL MEETING (Study Session)
Discussion and Possible Action on Rental Housing Impact Fee |

Public Hearings/General Business

- | | |
|----------------|---|
| 14-0195 | 2015 Quarterly Consideration of General Plan Amendment Initiation Request (Tentative) |
| 14-0272 | Community Choice Aggregation (Study Issue) |

Tuesday, February 24, 2015 - City Council

Public Hearings/General Business

14-0270	Use of Gas-powered Leaf Blowers (Study Issue)
14-0288	Introduce an Ordinance to Amend Chapter 19.46 (Parking) of Title 19 of the Sunnyvale Municipal Code to include Modifications based on the Tandem and Stacker Parking Study Issue (2014-7435)
15-0011	Board and Commission Appointments
15-0012	Adoption of Council-ranked Study Issue Presentation Dates for 2015

Date to be Determined - City Council

Study Session

14-0398	SPECIAL COUNCIL MEETING (Study Session) Citywide Traffic/Transportation Update
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Public Hearings/General Business

14-0027	Toolkit for Commercial/Residential Mixed Use Development (Study Issue) (Tentatively scheduled for 3/24/15)
14-0030	Peery Park Project Description and Preliminary Plan Concepts (tentatively scheduled for April 28, 2015)
14-0031	Ecodistrict Feasibility and Incentives (Study Issues)
14-0032	Community and Operational Greenhouse Gas Inventory (Study Issue)
14-0034	Protecting Burrowing Owl Habitat on City Facilities (Study Issue)
14-0035	Pilot Bicycle Boulevard Project on East-West and North-South Routes (Study Issue)
14-0273	Optimization of Wolfe Road for Neighborhood and Commuters via Reconfiguration and Signalization (Study Issue)
14-0277	Review of Park Use Policies and Related User Fees (Study Issue) (Tentatively scheduled for 3/10/15)
14-0429	Resolution Forming Homestead Road Underground Utility District - Public Hearing
14-0846	Discussion and Possible Action on Rental Housing Impact Fee (Tentatively to be scheduled March 2015)
14-0988	Expand Smoking Regulations to Prohibit Smoking Near Doorways and Outdoor Areas of Retail and Commercial Businesses (Study Issue - Fall/Winter 2015 Proposed)



City of Sunnyvale

Agenda Item

14-0958

Agenda Date: 11/25/2014

Information/Action Items

2014 INFORMATION/ACTION ITEMS
COUNCIL DIRECTIONS TO STAFF

No.	Date Assigned	Directive/Action Required	Dept	Due Date	Date Completed
1.	2/25/14	Schedule Rule 20A Resolution for future Council agenda	DPW	TBD	
2.	10/28/14	Advise City Manager regarding adequacy of current dust control requirements imposed on contractors working adjacent to residential neighborhoods	CDD		10/31/14
3.	10/28/14	Coordinate and place on future agenda a follow-up study session for Council to continue its past discussion on how it can work together more collaboratively from the dais – no facilitators necessary. (Scheduled for 12/9/14 agenda.)	HR		11/18/14
4.	10/28/14	Post on the Web “Answers to Council Agenda Questions” at the same time those answers are provided to the Council (in addition to providing hard copies in the back of Council Chambers the evening of the meeting)	OCM		11/10/14

NEW STUDY/BUDGET ISSUES SPONSORED BY COUNCIL IN 2014

No.	Date Requested	Study Issue Title	Requested By	Dept	Issue Paper Approved by City Manager
1.	9/30/14	Prohibit Smoking Inside All Units and in Common Areas of Multi-Family Residences	Whittum/ Martin-Milius	DPS	11/18/14
2.	10/14/14	Explore Actions to Improve Affordability of Living in Sunnyvale and Surrounding Cities	Hendricks/ Larsson	OCM	11/18/14



City of Sunnyvale

Agenda Item

14-0873

Agenda Date: 11/25/2014

Board/Commission Meeting Minutes



City of Sunnyvale

Meeting Minutes - Draft

Board of Library Trustees

Monday, November 3, 2014

7:00 PM

Sunnyvale Public Library, 665 W. Olive
Ave., Sunnyvale, CA 94086

CALL TO ORDER

The meeting was called to order at 7:03 p.m.

ROLL CALL

Present: 4 - Chair Jill Shanmugasundaram
Vice Chair Anne Davis-East
Board Member Wing-Yin "Carey" Au
Board Member Su "Ray" Zhan
Absent: 1 - Board Member Daniel Bremond

Board Member Bremond's absence is unexcused.

PUBLIC ANNOUNCEMENTS

None.

CONSENT CALENDAR

1 [14-1060](#) Approval of Draft Minutes of October 6, 2014

Vice Chair Davis-East, Board Member Au seconded, approval of the consent calendar as presented. The motion carried by the following vote:

Yes: 4 - Chair Shanmugasundaram
Vice Chair Davis-East
Board Member Au
Board Member Zhan

No: 0

Absent: 1 - Board Member Bremond

PUBLIC COMMENTS

None.

PUBLIC HEARINGS/GENERAL BUSINESS**2 [14-1061](#) Hoopla Presentation**

Administrative Librarian Patrick Sweeney provided the Board with an overview of the newly acquired service Hoopla Digital. Hoopla offers thousands of movies, television shows, music albums and audiobooks. Sunnyvale Library cardholders can download the free Hoopla Digital mobile app to begin enjoying these titles available to borrow for instant streaming or temporary downloading to their smartphones, tablets, computers and Apple TV. Customers may borrow up to six items per month.

Chair Shanmugasundaram opened the public hearing, and there being no public testimonies, closed the public hearing.

3 [14-1062](#) Rank Study Issues

Director Rosenblum provided the Board with an overview of Study Issue LCS 15-01: Establishing a Library Impact Fee. Director Rosenblum mentioned that the Public Hearing on Potential Study/Budget Issues will be held at the January 6, 2015 Council Meeting and the Study/Budget Issues Workshop is scheduled for January 30, 2015.

Chair Shanmugasundaram opened the public hearing, and there being no public testimonies, closed the public hearing.

Board Members ranked LCS 15-01 number 1.

Vice Chair Davis-East moved, and Board Member Su seconded, to accept the ranking of Study Issue LCS 15-01 Establishing a Library Impact Fee. The motion carried by the following vote:

Yes: 4 - Chair Shanmugasundaram
Vice Chair Davis-East
Board Member Au
Board Member Zhan

No: 0

Absent: 1 - Board Member Bremond

4 [14-1063](#) Community Condition Indicators

Director Rosenblum provided the Board with an overview of the Library's community condition indicators over the past ten years. Director Rosenblum commented that the total number of items per capita is the lowest in Santa Clara County. She also mentioned that circulation of children's materials continues to increase. Chair Shanmugasundaram noted a decrease in number of library visitors this past year.

Chair Shanmugasundaram opened the public hearing, and there being no public testimonies, closed the public hearing.

5 [14-1064](#) Sunnyvale Library Comparative Data

Director Rosenblum provided the Board with a brief overview of the Library's usage over the past six years. She commented on the continued increase in e-Book checkouts and that the Library has 10 fewer positions now as compared with 2005. Staff continues to do more with less. Discussion ensued regarding Sunnyvale demographics, InterLibrary Loan statistics and eBooks.

Chair Shanmugasundaram opened the public hearing, and there being no public testimonies, closed the public hearing.

6 [14-1068](#) Branch/Main Library Update

Director Rosenblum informed the Board that as of September 22 an appeal was filed regarding the purchase and sale of the Raynor Activity Center. She stated that at their October 28 meeting, Council approved to appropriate \$400,000 to the Civic Center Modernization Capital Improvement Project, to fund consultant services associated with implementation of the Civic Center and Main Library Decision Tree.

Chair Shanmugasundaram opened the public hearing, and there being no public testimonies, closed the public hearing.

NON-AGENDA ITEMS & COMMENTS**-Board Member Comments**

Vice Chair Davis-East mentioned that the Annual California Library Association (CLA) Conference is scheduled from November 7 through November 9 in Oakland, CA. She also mentioned that on November 12 a free webinar will be available regarding connecting customers to legal information.

-Staff Comments

Director Rosenblum noted the following:

Library staff members Rachel Collier, Wendy Silver, Patrick Sweeney and Lisa Rosenblum will be presenting at this year's CLA conference.

On October 14 the Library hosted a presentation from the League of Women Voters of Cupertino-Sunnyvale. Speaker Susan Hough provided objective, nonpartisan explanations of the State ballot measures to a crowd of 100 voters.

The first Bay Area Library 2 Library Bicycle Tour was held on October 18. More than 60 bicyclists participated in the tour of Rose Garden Library San Jose, Santa Clara City Library, Sunnyvale Public Library and Mountain View Public Library. The stop at Sunnyvale featured the Sour Mash Hug Band and cookies.

The Friends of the Library held a successful book sale on September 20 through September 21, raised \$7,433. This was their third highest total generated by a book sale in their history.

On December 14, the Library will be celebrating its 100th anniversary. Various activities are scheduled throughout the day. There will be displays of library memorabilia, programs for children and adults, music, food and more.

INFORMATION ONLY ITEMS

None.

ADJOURNMENT

The meeting adjourned at 7:47 p.m.



City of Sunnyvale

Meeting Minutes - Draft Parks and Recreation Commission

Wednesday, November 12, 2014

7:00 PM

Council Chambers, City Hall, 456 W. Olive
Ave., Sunnyvale, CA 94086

CALL TO ORDER

Acting Chair Pochowski called the meeting to order at 7:00 p.m. in the Council Chambers.

SALUTE TO THE FLAG

Acting Chair Pochowski led the salute to the flag.

ROLL CALL

Present: 3 - Commissioner Ralph Kenton
Commissioner Robert Pochowski
Commissioner Andrea Schneck
Absent: 2 - Chair Henry Alexander III
Vice Chair Craig Pasqua

Chair Alexander's absence is excused.
Vice Chair Pasqua's absence is excused.
Council Liaison Larsson (present)

PRESENTATION

Superintendent Wax introduced and welcomed Andrea Schneck to the Parks and Recreation Commission.

PUBLIC ANNOUNCEMENTS

None.

CONSENT CALENDAR

1A [14-1046](#) Draft Minutes of the Parks and Recreation Commission
Meeting of September 10, 2014

Commissioner Kenton moved and Commissioner Pochowski seconded the motion to approve the consent calendar. The motion carried by the following vote:

Yes: 2 - Commissioner Kenton
Commissioner Pochowski

No: 0

Absent: 2 - Chair Alexander III
Vice Chair Pasqua

Abstain: 1 - Commissioner Schneck

Commissioner Schneck abstained as she was not at the last meeting.

PUBLIC COMMENTS

PUBLIC HEARINGS/GENERAL BUSINESS

- 2** [14-1058](#) Approval of a Work Plan to Achieve the 2020 Greenhouse Gas Reduction Targets in the Adopted Climate Action Plan and Budget Modification No. 22

The staff report was presented by Principal Planner, Gerri Caruso and Regulatory Programs Division Manager, Melody Tovar. Ms. Caruso, Ms. Tovar and Environmental Programs Manager, Elaine Marshall answered Commissioner questions. Commissioner Kenton inquired if the projections take into account an increase in traffic in general and increases to new high density office building construction, specifically. He also inquired if each measure will have more specific outcomes to the current general outcome goal. Commissioner Schneck asked if the long term goals were intentionally left off the plan; how the timeline was determined that reporting will be on a biennial basis; if EC-3.2 goal is not met, will the funds be reallocated; and why EC-4.4 is only scheduled for the year 2017. Acting Chair Pochowski asked about the specific impact of the CAP on parks and recreation, and the impact on the Parks Division budget.

Commissioner Schneck noted that the various reporting timelines indicate that there is a potential to have only two updates by the year 2020. Ms. Tovar explained that the full inventory requires evaluation on each measure and also re-evaluation of the baseline and future projections, and that because of changes in best practices and methodology for updating an inventory, it may not be practical to do more frequently. The plan commits to the full inventory in 2015, and the schedule for the next cycle would be determined once the full scope of the project is understood to ensure efficiencies. Ms. Tovar explained that the main components would be completed every two years in the macro metrics.

Acting Chair Pochowski opened the public comments, seeing none, he closed the public comments.

Commissioner Kenton moved to approve Alternatives 1-5. Commissioner Schneck seconded the motion.

Acting Chair Pochowski proposed a friendly amendment to add "Approve Alternative 1 as it relates to the Parks and Recreation Commission" Commissioner Kenton accepted his friendly amendment.

After discussion, Acting Chair Pochowski withdrew his friendly amendment.

Acting Chair Pochowski proposed a friendly amendment to restate the motion: Advise Council to approve Alternatives 1 through 5 as they relate to the Parks and Recreation Commission.

- 1) Approve the Climate Action Plan Work Plan 2020;
- 2) Approve the biennial CAP monitoring and reporting timeframe;
- 3) Approve the biennial CAP modification process;
- 4) Approve revised CAP action related to residential energy and water audits; and
- 5) Approve Budget Modification No. 22 to provide funding for the CAP tracking tool and for initial outreach for CAP implementation.

Commissioners Kenton and Schneck approved the friendly amendment. The motion carried by the following vote:

Yes: 3 - Commissioner Kenton
Commissioner Pochowski
Commissioner Schneck

No: 0

Absent: 2 - Chair Alexander III
Vice Chair Pasqua

3 [14-1049](#) Review and Rank Study Issues

Staff provided an overview of each study issue. Staff answered Commissioner questions.

Regarding Study Issue DPW 15-08, Commissioner Kenton inquired if there is a policy to educate students about what is available for recreation use. Superintendent Morton explained existing policy provides that students should know about, be aware of and have access to facilities and programs. He indicated that implementation of the policy is an operational issue. Commissioner Schneck asked if students are currently surveyed. Superintendent Wax stated surveys are

sent through the Teen Advisory Committee (TAC) specific to their programs and their interests.

Acting Chair Pochowski opened the public comments. Seeing none, he closed the public comments.

Commissioner Schneck moved and Acting Chair Pochowski seconded to drop ESD 15-01. The motion carried by the following vote:

Yes: 3 - Commissioner Kenton
Commissioner Pochowski
Commissioner Schneck

No: 0

Absent: 2 - Chair Alexander III
Vice Chair Pasqua

Commissioner Kenton moved and Commissioner Schneck seconded the motion to drop ESD15-04. The motion carried by the following vote:

Yes: 3 - Commissioner Kenton
Commissioner Pochowski
Commissioner Schneck

No: 0

Absent: 2 - Chair Alexander III
Vice Chair Pasqua

Acting Chair Pochowski moved and Commissioner Schneck seconded to drop DPW 15-08. The motion carried by the follow vote:

Yes: 3 - Commissioner Kenton
Commissioner Pochowski
Commissioner Schneck

No: 0

Absent: 2 - Chair Alexander III
Vice Chair Pasqua

Acting Chair Pochowski asked if there were any study issues to defer?

Commissioner Kenton moved and Commissioner Schneck seconded to defer DPW 13-12. The motion carried by the following vote:

Yes: 3 - Commissioner Kenton
Commissioner Pochowski
Commissioner Schneck

No: 0

Absent: 2 - Chair Alexander III
Vice Chair Pasqua

NON-AGENDA ITEMS & COMMENTS

-Commissioner Comments

None.

-Staff Comments

Superintendent of Community Services, Daniel Wax announced upcoming events:

- A community meeting will be held on November 20th at 6:00 p.m. in the Recreation Building of the Community Center to discuss the Park Use Policies and User Fees Study Issue.
- The Sunnyvale Theatre presents County Line Trio on November 29th and The Red Hot Chachkas on December 20th, both at 8:00 p.m.
- The Senior Center is hosting a Holiday luncheon on December 12, from 11:45 a.m. - 1:00 p.m.
- Friends of Sunnyvale Pottery are hosting a pottery sale between December 12-13, from 10 a.m. - 5 p.m., daily.

Superintendent Morton updated the Commission that the street parking at Seven Seas Park was revised to increased parking by 20 spaces and will be implemented in the next few weeks. Rotary Group has adopted Swegles Park and will create a plaque in memorial of Ron Swegles. Under the Urban Forestry Management Plan (UFMP), staff is identifying volunteers who will post door hangers advertising free street trees and will also be helping to plant new street trees.

INFORMATION ONLY REPORTS/ITEMS

None.

ADJOURNMENT

The meeting was adjourned at 8:25 p.m.