



# City of Sunnyvale

## Notice and Agenda

### City Council

---

Tuesday, May 23, 2017

5:00 PM

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

---

**Special Meeting: Closed Session- 5 PM | Special Meeting- 6 PM | Regular Meeting- 7 PM**

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

##### **1 Call to Order in the West Conference Room**

##### **2 Roll Call**

##### **3 Public Comment**

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

##### **4 Convene to Closed Session**

[17-0534](#)

Closed Session held pursuant to California Government Code  
Section 54957.6: CONFERENCE WITH LABOR  
NEGOTIATORS

Agency designated representatives: Deanna Santana, City  
Manager; Teri Silva, Director of Human Resources

Employee organization: Communication Officers Association  
(COA)

Employee organization: Public Safety Officers Association  
(PSOA)

##### **5 Adjourn Special Meeting**

#### **6 P.M. SPECIAL COUNCIL MEETING**

##### **1 Call to Order in the Council Chambers**

##### **2 Roll Call**

##### **3 Special Orders of the Day**

- [17-0246](#) SPECIAL ORDER OF THE DAY - 2017 Earth Day Video and Poster Contest Winners
- [17-0427](#) SPECIAL ORDER OF THE DAY - Recognition of Green Businesses
- [17-0448](#) SPECIAL ORDER OF THE DAY - National Public Works Week

#### **4 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**

#### **CLOSED SESSION REPORT**

#### **ORAL COMMUNICATIONS**

*This category provides an opportunity for members of the public to address Council on items not listed on the agenda and is limited to 15 minutes (may be extended or continued after the public hearings/general business section of the agenda at the discretion of the Mayor) with a maximum of up to three minutes per speaker.*

*Please note the Brown Act (Open Meeting Law) does not allow Councilmembers to take action on an item not listed on the agenda. 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.*

#### **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 [17-0234](#) Approve City Council Meeting Minutes of April 25, 2017

**Recommendation:** Approve the City Council Meeting Minutes of April 25, 2017 as submitted.

- 1.B [17-0308](#) Approve City Council Special Meeting Minutes of May 2, 2017

**Recommendation:** Approve the City Council Special Meeting Minutes of May 2, 2017 as submitted.

- 1.C [17-0346](#) Approve City Council Special Meeting Minutes of May 4, 2017

**Recommendation:** Approve City Council Special Meeting Minutes of May 4, 2017 as submitted.

- 1.D [17-0114](#) Approve City Council Meeting Minutes of May 9, 2017

**Recommendation:** Approve the City Council Meeting Minutes of May 9, 2017 as submitted.

- 1.E [17-0177](#) 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.F [17-0358](#) Authorize the Modification of an Existing Purchase Order for Computer Hardware (F17-108)

**Recommendation:** Make a finding of exemption from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378(a); authorize the City Manager to amend the exiting purchase order with Dell Computer for computer equipment to increase the not-to-exceed amount from \$450,000 to \$800,000.

- 1.G [17-0363](#) Adopt a Resolution to Authorize the Filing of Fiscal Year 2017/18 Transportation Development Act (TDA) Article 3 Application for the Mary Avenue Bicycle Lanes Project Phase 2

**Recommendation:** Adopt a resolution authorizing the filing of Fiscal Year 2017/18 Transportation Development Act Article 3 application requesting MTC for an allocation of \$131,140 for FY 2017/18 to be used for the construction of the Mary Avenue Bicycle Lanes Project Phase 2 from Evelyn Avenue to Maude Avenue.

- 1.H [17-0508](#) Approval of One-Stop Operator for NOVA Local Workforce Development Area

**Recommendation:** Approve Hilary Goodkind dba Cenetri Group as one-stop operator for the NOVA Local Workforce Development Area.

- 1.I [17-0408](#) Award of Bid No. PW17-18 for the Pavement Rehabilitation 2016 Project Re-Bid, Determination of Bid Non-responsiveness, and Finding of California Environmental Quality Act (CEQA) Categorical Exemption

**Recommendation:** 1) Make a finding of a California Environmental Quality Act (CEQA) categorical exemption pursuant to CEQA Guidelines Section 15301 for the restoration or rehabilitation of existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails; 2) Award a contract in substantially the same form as Attachment 2 to the report and in the amount of \$2,225,955 to Interstate Grading & Paving Inc., and authorize the City Manager to execute the contract when all necessary conditions have been met; 3) approve a 10% construction contingency in the amount of \$225,596, and 4) make a determination that the bid received from G. Bortolotto & Co. is non-responsive.

- 1.J [17-0451](#) Award Contract for Design and Construction Support Services for the Traffic Signal Hardware and Wiring 2017 Project at Hendy and Sunnyvale Avenues (F17-079)

**Recommendation:** 1) Award a design contract, in substantially the same format as Attachment 1 to the report in an amount not-to-exceed \$115,347 to TJKM Transportation Consultants 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 \$11,535.

- 1.K [17-0479](#) Award of Bid No. PW17-17 for Mary Avenue Bicycle Lanes Project Phase 2 and Approve Budget Modification No. 47



**Recommendation:** 1) Award a construction contract, in substantially the same form as Attachment 2 to the report and in the amount of \$804,546 to Redgwick Construction Company and authorize the City Manager to execute the contract when all necessary conditions have been met; 2) Approve a 10% construction contingency in the amount of \$80,455; and 3) Approve Budget Modification No. 47 to provide additional project funding.

- 1.L     [17-0550](#)     Approve Memorandum of Understanding between the City of Sunnyvale and the Sunnyvale Employees Association 2015-2019 and the Retirement Memorandum of Understanding 2017 - 2027, and Adopt a Resolution Amending the City's Salary Resolution and the Schedule of Pay to Increase Salaries for Pay Plan Category B (Sunnyvale Employees Association) and Adopt a Resolution Authorizing the City Manager to Exceed Appropriations for the FY 2016/17 Adopted Budget for governmental and agency funds.

**Recommendation:** Approve and Authorize the City Manager to Execute the Memorandum of Understanding between the City of Sunnyvale and the Sunnyvale Employees Association 2015 - 2019 and the Retirement Memorandum of Understanding 2017 - 2027, Adopt the Resolution amending the City's Salary Resolution and the Schedule of Pay to Increase Salaries for Pay Plan Category B (Sunnyvale Employees Association), and Adopt a Resolution Authorizing the City Manager to Exceed Appropriations in the FY 2016/17 Adopted Budget for governmental and agency funds as long as sufficient monies are available within the fund.

- 1.M     [17-0555](#)     Approve Memorandum of Understanding between the City of Sunnyvale and the Service Employees International Union Local 521 2017-2021 and Adopt Resolution to Amend the Schedule of Pay in the City's Salary Resolution to Increase Salaries for Pay Plan Category L (Classified Regular Part-Time Employees)

**Recommendation:** Approve and Authorize the City Manager to Execute the Memorandum of Understanding between the City of Sunnyvale and the Service Employees International Union Local 521 2017-2021, and adopt the Resolution amending the Schedule of Pay in the City's Salary Resolution to Increase Salaries for Pay Plan Category L (Classified Regular Part-Time Employees).

- 1.N**     [17-0559](#)     Amend the Salary Resolution to Update the Schedule of Pay to Provide Salary Increases for Pay Plan Category G (Unrepresented Classified Confidential Employees) and Align Pay Plan Category G (Unrepresented Classified Confidential Employees) with Pay Plan Category B (Sunnyvale Employees Association) With Respect to Wages

**Recommendation:** Adopt the Resolution to Amend the Salary Resolution to Update the Schedule of Pay to Provide Salary Increases for Pay Plan Category G (Unrepresented Classified Confidential Employees) and Align Pay Plan Category G (Unrepresented Classified Confidential Employees) with Pay Plan Category B (Sunnyvale Employees Association) With Respect to Wages

- 1.O**     [17-0558](#)     Adopt Ordinance No. 3116-17 Awarding Nonexclusive Franchise to Yellow Checker Cab Company, Inc., dba Checker Cab of Silicon Valley and dba Rainbow Cab

**Recommendation:** Adopt Ordinance No. 3116-17.

- 1.P**     [17-0556](#)     Adopt Ordinance No. 3117-17 Awarding Nonexclusive Franchise for Taxicab Service to A Orange Cab, Inc., dba Orange Cab

**Recommendation:** Adopt Ordinance No. 3117-17.

## **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**        [17-0501](#)        REQUEST FOR CONTINUANCE TO JULY 25, 2017  
Proposed Project: Related applications on a 2.1-acre site:  
REZONE: Introduction of an Ordinance to rezone the property at 1314-1320 Poplar Ave. from R-1/ECR (Low Density Residential/Precise Plan for El Camino Real) to C-2/ECR (Highway Business Commercial/Precise Plan for El Camino Real); and  
SPECIAL DEVELOPMENT PERMIT: Redevelop a former mobile home park (Conversion Impact Report certified and closure approved in January 2016) and existing duplex property into a 108-unit apartment complex, where 20% of

units will be affordable to very low income households. The complex will consist of one five-story building (four stories above amenities and parking on the ground floor plus one level of parking underground) facing El Camino Real and one three-story building facing Poplar Ave.

Location: 1008 E. El Camino Real (APN 313-03-011) and 1314-1320 Poplar Ave. (APN 313-03-013)

File #: 2016-7293

Applicant / Owner: St. Anton Communities / Sunnyvale Park LLC; Alhambra Apartments LP

Environmental Review: Mitigated Negative Declaration

**Recommendation:** Continue the public hearing to the July 25, 2017 City Council meeting.

- 3      [17-0107](#)      Appoint Applicants to the Arts Commission, Bicycle and Pedestrian Advisory Commission, Board of Building Code Appeals, Board of Library Trustees, Heritage Preservation Commission, Housing and Human Services Commission, Parks and Recreation Commission, Personnel Board, Planning Commission and Sustainability Commission

**Recommendation:** Staff makes no recommendation.

- 4      [17-0298](#)      Public Hearing and Adoption of Resolution to Confirm the Annual Report and Levy and Collect an Annual Assessment for the Downtown Sunnyvale Business Improvement District for Fiscal Year 2017/2018; Public Hearing and Introduction of an Ordinance Amending Chapter 3.60, Entitled Downtown Sunnyvale Business Improvement District, of Title 3 of the Sunnyvale Municipal Code to Convert Portions of BID Zone C to BID Zone B

**Recommendation:** Alternatives 1 and 2: 1) Adopt the Resolution to Confirm the Annual Report and Levy and Collect an Annual Assessment for the Downtown Sunnyvale Business Improvement District for Fiscal Year 2017/2018; and 2) Introduce an Ordinance Amending Chapter 3.60, entitled "Downtown Sunnyvale Business Improvement District," Title 3 of the Sunnyvale Municipal Code to Convert Portions of BID Zone C to BID Zone B.

- 5      [17-0370](#)      Approve Memorandum of Understanding with Santa Clara Valley Water District for Collaboration on Assessing the Feasibility of Water Reuse Alternatives and Find that the

Action is Exempt from CEQA Pursuant to CEQA Guidelines, Section 15262

**Recommendation:** Alternative 1: Authorize the City Manager to execute the Memorandum of Understanding with the Santa Clara Valley Water District in substantially the same form as set forth in Attachment 2, for Collaboration on Assessing the Feasibility of Water Reuse Alternatives, and find that this action is exempt from CEQA pursuant to Section 15262 of the CEQA Guidelines.

- 6      [17-0447](#)      Award of Bid No. PW16-28 for the Primary Treatment Facility Package 2 for the Reconstruction of the Water Pollution Control Plant, Make a Finding of Bid Non-responsiveness, Amend an Existing Design/Construction Support Contract, Authorize the City Manager to Procure Insurance Coverage, and Approve Budget Modification No. 45 in the amount of \$4,810,137

**Recommendation:** Alternatives 1 through 6:

1. Make a finding of non-responsiveness for the bid submitted by Flatiron West Inc.
2. Award a construction contract, in substantially the same form as Attachment 2 and in the amount of \$100,188,000 to C. Overaa & Co., and authorize the City Manager to execute the contract when all necessary conditions have been met.
3. Approve a 7% construction contingency in the amount of \$7,013,160.
4. Authorize the City Manager to execute an amendment to an existing contract with Carollo Engineers, in substantially the same format as Attachment 3, adding \$1,210,137 and increasing the not-to-exceed value from \$12,946,801 to \$14,156,938.
5. Authorize the City Manager to finalize insurance policy documents and make payment in the amount of \$514,684 to Alliant Insurance Services Inc. for Builders Risk, "Acts of God", and Earth Movement and Flood coverages.
6. Approve Budget Modification No. 45 in the amount of \$4,810,137 to provide additional project funding.

- 7      [17-0136](#)      Award a Contract for Civic Center Master Planning Services to SmithGroupJJR and Approve Budget Modification No. 46 in the Amount of \$1,350,000 from the General Fund Capital Improvement Projects Reserve

**Recommendation:** Alternatives 1, 2 and 3: 1) Award a contract, in substantially the same a form as Attachment 1 to the report, to SmithGroupJJR in an amount not to exceed \$1,199,322 and authorize the City Manager to execute the contract when all necessary conditions have been met; 2) Approve a contract contingency of 10% in the amount of \$119,932; and 3) Approve Budget Modification No. 46 in the amount of \$1,350,000 to provide funding for the Civic Center Modernization Project.

### **COUNCILMEMBERS REPORTS ON ACTIVITIES FROM INTERGOVERNMENTAL COMMITTEE ASSIGNMENTS**

### **NON-AGENDA ITEMS & COMMENTS**

-Council

-City Manager

### **INFORMATION ONLY REPORTS/ITEMS**

<a href="#"><u>17-0277</u></a>	Tentative Council Meeting Agenda Calendar
<a href="#"><u>17-0360</u></a>	Information/Action Items
<a href="#"><u>17-0369</u></a>	Study Session Summary of May 16, 2017 - Board and Commission Interviews
<a href="#"><u>17-0539</u></a>	Study Session Summary of May 17, 2017 - Board and Commission Interviews

### **ADJOURNMENT**

### **NOTICE TO THE PUBLIC**

*The agenda reports to council (RTCs) may be viewed on the City's website at [sunnyvale.ca.gov](http://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 35.160 (b) (1))*

#### **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](http://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](http://CouncilMeetings.inSunnyvale.com) for upcoming Council meeting information.*

*Visit [BoardsandCommissions.inSunnyvale.com](http://BoardsandCommissions.inSunnyvale.com) for upcoming board and commission meeting information.*

*For a complete schedule of KSUN-15 Council meeting broadcasts, visit [KSUN.insunnyvale.com](http://KSUN.insunnyvale.com).*



# City of Sunnyvale

## Agenda Item

---

**17-0534**

**Agenda Date: 5/23/2017**

---

Closed Session held pursuant to California Government Code Section 54957.6: CONFERENCE WITH LABOR NEGOTIATORS

Agency designated representatives: Deanna Santana, City Manager; Teri Silva, Director of Human Resources

Employee organization: Communication Officers Association (COA)

Employee organization: Public Safety Officers Association (PSOA)



# City of Sunnyvale

## Agenda Item

---

**17-0246**

**Agenda Date: 5/23/2017**

---

SPECIAL ORDER OF THE DAY - 2017 Earth Day Video and Poster Contest Winners





# City of Sunnyvale

## Agenda Item

---

**17-0427**

**Agenda Date: 5/23/2017**

---

SPECIAL ORDER OF THE DAY - Recognition of Green Businesses



# City of Sunnyvale

## Agenda Item

---

**17-0448**

**Agenda Date: 5/23/2017**

---

SPECIAL ORDER OF THE DAY - National Public Works Week



# City of Sunnyvale

## Agenda Item

---

**17-0234**

**Agenda Date: 5/23/2017**

---

**SUBJECT**

Approve City Council Meeting Minutes of April 25, 2017

**RECOMMENDATION**

Approve the City Council Meeting Minutes of April 25, 2017 as submitted.



# City of Sunnyvale

## Meeting Minutes - Draft City Council

---

Tuesday, April 25, 2017

4:30 PM

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

---

**Special Meetings: Closed Session- 4:30 PM | Study Session- 6 PM | Regular Meeting- 7 PM**

### **4:30 P.M. SPECIAL COUNCIL MEETING (Closed Session)**

Vice Mayor Larsson announced the items for Closed Session and invited any members of the public to provide public comments before convening to Closed Session.

#### **1 Call to Order in the West Conference Room**

Vice Mayor Larsson called the meeting to order at 4:30 p.m.

#### **2 Roll Call**

Present: 5 - Mayor Glenn Hendricks  
Vice Mayor Gustav Larsson  
Councilmember Jim Griffith  
Councilmember Russ Melton  
Councilmember Michael S. Goldman

Absent: 2 - Councilmember Nancy Smith (excused)  
Councilmember Larry Klein (excused)

#### **3 Public Comment**

No speakers.

#### **4 Convene to Closed Session**

[17-0461](#)

Closed Session held pursuant to California Government Code  
Section 54957.6: CONFERENCE WITH LABOR  
NEGOTIATORS  
Agency designated representatives: Deanna J. Santana, City  
Manager; Teri Silva, Director of Human Resources  
Employee Organization: Sunnyvale Employee Association  
(SEA)

Employee Organization: Service Employees International Union, Local 521 (SEIU)

[17-0462](#)

Closed Session held pursuant to California Government Code Section 54956.9: CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION  
(Initiation of litigation pursuant to Government Code Sections 54956.9(c),(d)(4): One case)

## **5 Adjourn Special Meeting**

Vice Mayor Larsson adjourned the meeting at 5:36 p.m.

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

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

Vice Mayor Larsson called the meeting to order at 6:01 p.m.

### **2 Roll Call**

Present: 5 - Vice Mayor Gustav Larsson  
Councilmember Jim Griffith  
Councilmember Larry Klein (arrived at 6:02 p.m.)  
Councilmember Russ Melton  
Councilmember Michael S. Goldman

Absent: 2 - Mayor Glenn Hendricks (excused)  
Councilmember Nancy Smith (excused)

### **3 Public Comment**

No speakers.

### **4 Study Session**

[17-0227](#)

Review Performance Evaluation Tools for the City Manager and City Attorney

## **5 Adjourn Special Meeting**

Vice Mayor Larsson adjourned the meeting at 6:14 p.m.

## **7 P.M. COUNCIL MEETING**

### **CALL TO ORDER**

Mayor Hendricks called the meeting to order.

### **SALUTE TO THE FLAG**

Mayor Hendricks led the salute to the flag.

### **ROLL CALL**

**Present:** 6 - Mayor Glenn Hendricks  
Vice Mayor Gustav Larsson  
Councilmember Jim Griffith  
Councilmember Larry Klein  
Councilmember Russ Melton  
Councilmember Michael S. Goldman  
**Absent:** 1 - Councilmember Nancy Smith

Mayor Hendricks stated Councilmember Smith's absence is excused.

### **CLOSED SESSION REPORT**

Vice Mayor Larsson reported Council met in Closed Session held pursuant to California Government Code Section 54957.6: Conference with Labor Negotiator; Agency designated representatives: Deanna J. Santana, City Manager; Teri Silva, Director of Human Resources; Employee Organizations: Sunnyvale Employee Association (SEA), Service Employees International Union, Local 521 (SEIU); nothing to report.

Vice Mayor Larsson reported Council met in Closed Session held pursuant to California Government Code Section 54956.9: Conference with Legal Counsel – Anticipated Litigation (Initiation of litigation pursuant to Government Code Sections 54956.9(c),(d)(4): One case); nothing to report.

### **SPECIAL ORDER OF THE DAY**

[17-0443](#) SPECIAL ORDER OF THE DAY - Affordable Housing Week

Mayor Hendricks presented a proclamation to Marie Bernard, Sunnyvale Community Services, in recognition of Affordable Housing Week.

[17-0490](#) SPECIAL ORDER OF THE DAY - National Poetry Month

Mayor Hendricks presented a proclamation to Flo Wong in recognition of National Poetry Month.

**ORAL COMMUNICATIONS**

Larry Klein announced an upcoming free business workshop focused on business lending and financial planning.

Andy Frazer spoke regarding sea level rise and presented a PowerPoint presentation.

Tara Martin-Milius announced an upcoming forum regarding the Future of Sunnyvale's El Camino Real.

Alia Wilson announced an upcoming 5th annual Our Kids Our Community fundraiser.

Lois Shouse, Plaza Del Rey, spoke regarding concerns with the agreements with the Carlyle Group.

Beth Ebben, Plaza Del Rey, spoke regarding concerns with the agreements with the Carlyle Group and provided written materials.

Mike McCarthy, President, Plaza Del Rey Mobile Home Park Association, read a letter from the attorney for the Plaza Del Rey Mobile Home Park Association.

Tom Greene, Chairman, Board of Trinity Church, provided an update on the services provided by the church in the last 10 years.

**CONSENT CALENDAR**

MOTION: Vice Mayor Larsson moved and Councilmember Klein seconded the motion to approve the Consent Calendar.

The motion carried by the following vote:

**Yes:** 6 - Mayor Hendricks  
Vice Mayor Larsson  
Councilmember Griffith  
Councilmember Klein  
Councilmember Melton  
Councilmember Goldman

**No:** 0

**Absent:** 1 - Councilmember Smith

- 1.A**      [17-0174](#)      Approve the List(s) of Claims and Bills Approved for Payment by the City Manager

Approve the list(s) of claims and bills.

- 1.B**      [17-0445](#)      Award of Bid No. PW17-22 for the Calabazas Creek Bridge Replacement Project at Old Mountain View-Alviso Road, and Award Contracts for Phase 2 Construction Management Services and Engineering Services During Construction (F17-111 and F17-112)

1) Award a contract, in substantially the same form as Attachment 2 to the report and in the amount of \$4,319,295 to Flatiron West Inc. of Benicia for the Calabazas Bridge Replacement at Old Mountain View Alviso Road, and authorize the City Manager to execute the contract when all necessary conditions have been met; 2) approve a 10% construction contingency in the amount of \$431,930; 3) award a Phase 2 construction management contract in an amount not to exceed to \$659,887 to Vali Cooper & Associates Inc. of Emeryville, in substantially the same form as Attachment 3 to the report, and authorize the City Manager to execute the contract when all necessary conditions have been met; 4) approve a 10% construction management contingency in the amount of \$65,989; 5) award a contract for engineering services during construction to Biggs Cardosa Associates Inc. of San Jose in an amount not to exceed \$123,780, in substantially the same form as Attachment 4 to the report, and authorize the City Manager to execute the contract when all necessary conditions have been met; and 6) approve a 10% contract contingency in the amount of \$12,378.

- 1.C**      [17-0279](#)      Loan Amendment to Convert 2004 Housing Mitigation Loan on Moulton Plaza Affordable Housing Project from Partially Deferred to Fully Deferred

Approve an amendment to the 2004 Promissory Note with New Homestead Associates to convert the 2004 Home Mitigation Funds Loan of \$992,000 from partially deferred to fully deferred and authorize the City Manager to execute the Amendment.

- 1.D**      [17-0365](#)      Authorize the City Manager to Enter into Agreement with Kimley Horn and Associates to Complete the Environmental Document to Amend the Moffett Park Specific Plan and Rezone 1050 & 1060 Innovation Way (Onizuka) and Approve Budget Modification No. 39

Authorize the City Manager to enter into an Agreement with Kimley Horn in an amount not to exceed \$200,000 for environmental consulting services related to the



Amendment of the Moffett Pak Specific Plan to Rezone 1050 & 1060 Innovation Way (Onizuka) and Approve Budget Modification No. 39 in the amount of \$200,000.

- 1.E**      [17-0367](#)      Award of Bid No. PW17-05 for the Sunnyvale Community Center, Finding of CEQA Categorical Exemption, Amend an Existing Design/Construction Support Contract, and Approve Budget Modification No. 41 in the Amount of \$1,744,900

1) Make a finding of CEQA categorical exemption pursuant to Class 1 categorical exemption pursuant to CEQA Guidelines Section 15301 for maintenance or repair of existing facilities involving negligible or no expansion of use beyond which presently exists; 2) approve Budget Modification No. 41 to provide \$1,744,900 in additional project funding; 3) award a contract, in substantially the same format as Attachment 2 to the report and in the amount of \$5,150,000 to Agbayani Construction Corporation for infrastructure repairs and renovations at the Sunnyvale Community Center, and authorize the City Manager to execute the contract when all necessary conditions have been met; 4) approve a 15% construction contingency in the amount of \$772,500; 5) authorize the City Manager to execute an amendment to an existing contract with Cody Anderson Wasney Architects for design/construction support services, adding \$58,787 and increasing the not to exceed value from \$685,983 to \$744,770, in substantially the same format as Attachment 3 to the report; and 6) approve a 10% contract contingency in the amount of \$5,879.

- 1.F**      [17-0376](#)      Award of Contract for Sunnyvale Clean Water Program Facility Condition Assessment Project (F17-048)

1) Award a contract in substantially the same form as Attachment 1 to the report and in an amount not to exceed \$953,177 to AECOM Technical Services Inc., and authorize the City Manager to execute the contract when all necessary conditions have been met; and 2) approve a 10% contract contingency on the base services in the amount of \$77,998.

- 1.G**      [17-0384](#)      Loan Amendment to Increase Community Development Block Grant Loan to Crescent Terrace, Inc. from \$500,000 to \$600,000 for Crescent Terrace Rehabilitation Project and Budget Modification No. 44

Approve Budget Modification No. 44 in the amount of \$100,000 and the Amendment to the Deed of Trust,              Regulatory Agreement and Loan Documents with Crescent Terrace, Inc., to increase the CDBG loan amount to \$600,000, in substantially the form provided in Attachment 1 to the report, and authorize the City Manager to execute the Amendment in final form as approved by the City Attorney.

- 1.H**      [17-0426](#)      Receive and File the City of Sunnyvale Investment Report - 1st Quarter 2017

Receive and file the City of Sunnyvale FY 2016/17 First Quarter 2017 (Period 10) Investment Report.

- 1.I**      [17-0244](#)      Rescind Prior Action Approving a Special Development Permit to Allow a New Commercial Building (Grocery Store) at 777 Sunnyvale-Saratoga Road and Find that the Action to Rescind is Exempt from CEQA

Rescind prior action taken on September 13, 2016, adopting a Mitigated Negative Declaration and approving Special Development Permit No. 2015-7399 to allow a new commercial building (grocery store) at 777 Sunnyvale-Saratoga Road, and find that this action is exempt from CEQA.

- 1.J**      [17-0457](#)      Adopt Ordinance No. 3112-17 to Amend Certain Sections in Chapters 10.04 (General Provisions), 10.08 (Traffic Control Devices) and 10.32 (Three or Four Way Multi-Way Stop Intersections) of Title 10 (Vehicles and Traffic) of the Sunnyvale Municipal Code Relating to Duties of the City Traffic Engineer

Adopt Ordinance No. 3112-17.

- 1.K**      [17-0489](#)      Adopt Ordinance No. 3113-17 Amending the Precise Zoning Plan, Zoning Districts Map, to Rezone Certain Property Located at 210, 214 & 220 W. Ahwanee Avenue from M-S/PD (Industrial and Service/ Planned Development) to R-4/PD (High Density Residential/ Planned Development) Zoning District

Adopt Ordinance No. 3113-17.

### **PUBLIC HEARINGS/GENERAL BUSINESS**

- 2**      [17-0290](#)      Approve the Downtown Sunnyvale Business Improvement District (BID) Annual Report for Fiscal Year 2016/2017; Adopt Resolution of Intention to Consider Proposed Conversion of Portions of BID Zone C to Zone B; and Adopt Resolution of Intention to Levy and Collect an Annual Assessment and Reauthorize the BID for Fiscal Year 2017/2018

Economic Development Manager Connie Verceles provided the staff report.

Public Hearing opened at 7:39 p.m.

Mike Johnson, Executive Director, Sunnyvale Downtown Association, spoke regarding the association.

Public Hearing closed at 7:40 p.m.

MOTION: Vice Mayor Larsson moved and Councilmember Griffith seconded the motion to approve Alternatives 1 and 2: 1) Approve the BID's request to adopt the Resolution of Intention to Convert Portions of Bid Zone C to Bid Zone B and schedule a public hearing for May 23, 2017; and 2) Approve Fiscal Year 2016/2017 BID Annual Report, adopt the Resolution of Intention to Levy and Collect an Assessment and Reauthorize the Business Improvement District for Fiscal Year 2017/2018, and schedule the public hearing for May 23, 2017.

The motion carried by the following vote:

**Yes:** 6 - Mayor Hendricks  
Vice Mayor Larsson  
Councilmember Griffith  
Councilmember Klein  
Councilmember Melton  
Councilmember Goldman

**No:** 0

**Absent:** 1 - Councilmember Smith

- 3**      [17-0338](#)      Proposed Project: Introduce an Ordinance to REZONE 29 contiguous single family home lots from R-0 (Low Density Residential) to R-0/S (Low Density Residential/Single-Story)  
Location: 1457-1493 Firebird Way (APNs: 309-14-035 through 309-14-044 and 309-27-050 through 309-27-055), 1459-1495 Flamingo Way (309-14-045 through 309-14-047 and 309-27-044 through 309-27-049) and 677-691 Dunholme Way (APNs: 309-14-048 through 309-14-051).  
File #: 2016-7753  
Zoning: R-0  
Applicant / Owner: Susann Luschas (plus multiple owners)  
Environmental Review: The Ordinance being considered is categorically exempt from review pursuant to CEQA Guidelines Section 15305 (minor alteration in land use) and Section 15061(b)(3) (a general rule that CEQA only applies to

projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the action may have a significant effect on the environment, the activity is not subject to CEQA).

Planning Officer Andy Miner provided the staff report and presented a PowerPoint presentation. Director of Community Development Trudi Ryan provided additional information.

Mayor Hendricks stated he grew up in an Eichler, lives in an Eichler and lives in a single-story combining district.

Applicant Michiel Ligthart provided information about the application and a PowerPoint presentation.

Public Hearing opened at 7:59 p.m.

Suzanne Shea spoke in support of the application.

Darby Flook spoke in support of the application.

Hui-Ling Lou spoke in support of the application.

Frank Baumgarte spoke in support of the application.

Patricia Kuntz spoke in support of the application.

Roger Stein spoke in support of the application.

Martyn Griffiths, an earlier applicant for a Single-Story Combining District, spoke in support of the application.

Susan Luschas provided information about the application and the Planning Commission decision.

Manuel Luschas provided information about the application.

Mike Serrone spoke in support of the application.

Applicant Michiel Ligthart provided brief closing comments.

Public Hearing closed at 8:21 p.m.

MOTION: Councilmember Griffith moved and Councilmember Klein seconded the motion to approve Alternatives 1 and 2: 1) Find the project exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15305 and 15061(b)(3); and 2) Introduce an Ordinance (Attachment 6 of the report) to Rezone 29 contiguous single family home lots from R-0 (Low Density Residential) to R-0/S (Low Density Residential/Single Story).

Deputy City Clerk Lisa Natusch read the ordinance title.

The motion carried by the following vote:

**Yes:** 6 - Mayor Hendricks  
Vice Mayor Larsson  
Councilmember Griffith  
Councilmember Klein  
Councilmember Melton  
Councilmember Goldman

**No:** 0

**Absent:** 1 - Councilmember Smith

- 4      [17-0339](#)      Proposed Project: Related actions on a 0.34 acre site on Old San Francisco Road  
REZONE from R-0 to R-3/PD,  
SPECIAL DEVELOPMENT PERMIT for the construction of six three-story attached townhouse units, and  
VESTING TENTATIVE MAP to subdivide two lots into six townhouse lots and one common lot.  
File #: 2015-8059  
Location: 669-673 Old San Francisco Road (APNs: 209-17-050 & 051)  
Zoning: R-0 (Low Density Residential)  
Applicant / Owner: Innovative Concepts / George Nejat  
Environmental Review: Mitigated Negative Declaration

Planning Officer Andy Miner provided the staff report and a PowerPoint presentation. Director of Community Development Trudi Ryan, Senior Planner Ryan Kuchenig, and City Attorney John Nagel provided additional information.

Jeff Guinta, Innovative Concepts, provided information regarding the project.

Public Hearing opened at 9:21 p.m.

Erik Stauffer spoke in opposition to the project and rezoning, citing concerns with the project size, compatibility with the neighborhood and parking. Stauffer provided information regarding a statement submitted by 14 neighbors in opposition to the project.

Gene Hoyle spoke in opposition to the project citing concerns with compatibility with the neighborhood.

Maria Hamilton spoke in opposition to the project citing incompatibility with the neighborhood, privacy and security concerns, and provided a PowerPoint presentation. Hamilton spoke in support of Alternative 3.

Carolyn James, resident of Pebble Creek, spoke in opposition to the project citing traffic and parking concerns.

Public Hearing closed at 9:35 p.m.

George Nejat, property owner, provided background information regarding the project.

MOTION: Councilmember Melton moved to make the findings required by the California Environmental Quality Act (CEQA) in Attachment 4 to the report, adopt the Negative Declaration; introduce the ordinance in Attachment 9 to the report to Rezone 669 & 673 Old San Francisco Road (APNs: 209-17-050 & 051) from R-0 to R-3/PD.

The motion died due to lack of second.

MOTION: Vice Mayor Larsson moved and Councilmember Griffith seconded the motion to approve Alternative 1: Make the findings required by the California Environmental Quality Act (CEQA) in Attachment 4 to the report, adopt the Negative Declaration; introduce the ordinance in Attachment 9 to the report to Rezone 669 & 673 Old San Francisco Road (APNs: 209-17-050 & 051) from R-0 to R-3/PD; and approve the Special Development Permit for six residential townhome units and Vesting Tentative Map to subdivide two lots into six lots plus a common lot based on the findings in Attachment 4 to the report and with the recommended conditions of approval in Attachment 5 to the report.

Deputy City Clerk Lisa Natusch read the ordinance title.

The motion failed by the following vote:

**Yes:** 3 - Mayor Hendricks  
Vice Mayor Larsson  
Councilmember Griffith

**No:** 3 - Councilmember Klein  
Councilmember Melton  
Councilmember Goldman

**Absent:** 1 - Councilmember Smith

MOTION: Councilmember Melton moved and Councilmember Goldman seconded the motion to make the findings required by CEQA in Attachment 4, adopt the Negative Declaration; introduce the ordinance in Attachment 9 to Rezone 669 & 673 Old San Francisco Road (APNs: 209-17-050 & 051) from R-0 to R-3/PD.

Following discussion, Councilmember Melton clarified that the intent of the motion is to deny the Special Development Permit and the Vesting Tentative Map.

FRIENDLY AMENDMENT: Councilmember Goldman offered a friendly amendment to improve the quality of materials and regardless of the parking within the building that the footprint be reduced so that the massing is not as much.

Councilmember Melton confirmed with Councilmember Goldman that the friendly amendment is to imbed into the motion direction to staff to improve the quality of the materials and reducing the mass.

Councilmember Melton accepted the friendly amendment.

Deputy City Clerk Lisa Natusch read the ordinance title.

The motion carried by the following vote:

**Yes:** 4 - Vice Mayor Larsson  
Councilmember Klein  
Councilmember Melton  
Councilmember Goldman

**No:** 2 - Mayor Hendricks  
Councilmember Griffith

**Absent:** 1 - Councilmember Smith

Council recessed at 10:33 p.m.

Council reconvened at 10:45 p.m. with Councilmember Smith absent.

**5**      [17-0444](#)      Proposed Project: Related applications on a 4.01-acre site on

Maude Avenue:

PEERY PARK PLAN REVIEW PERMIT to construct a 174,545-square foot, four-story corporate/research and development (R&D) office building and a 6-level parking structure on a 4.01-acre site resulting in a total of 100% FAR. The project includes outdoor recreation areas and a pedestrian/bicycle path for public use.

TENTATIVE MAP to merge three parcels into one parcel.

File #: 2015-8126

Location: 684 W. Maude Avenue (APNs: 165-28-028)

Applicant / Owner: Simeon Commercial Partners / Ks 684 Maude LLC

Environmental Review: The project is exempt from additional CEQA review per CEQA Guidelines section 15168(c)(2) and (4) and Public Resources Code Section 21094 (c). The project is within the scope of the Peery Park Specific Plan Program EIR as no new environmental impacts are anticipated and no new mitigation measures are required.

Planning Officer Andy Miner provided the staff report and clarified that there should not be starred items in the Project Data Table. Director of Community Development Ryan provided additional information.

Applicant Kurt Setzer, Principal, Simeon Commercial Partners, provided information about the project.

Ted Korth, KSH Architects, provided information about the project design and a PowerPoint presentation.

Public Hearing opened at 11:11 p.m.

No speakers.

Public Hearing closed at 11:11 p.m.

Applicant Kurt Setzer provided closing remarks and responded to questions.

MOTION: Councilmember Melton moved and Vice Mayor Larsson seconded the motion to approve Alternative 1: Make the required Findings to approve the California Environmental Quality Act determination that the project is within the scope of the Peery Park Specific Plan (PPSP) Environmental Impact Report (EIR) and no additional environmental review is required in Attachment 4 to the Report; make the Findings for the Peery Park Plan Review Permit, Tentative Map, Sense of Place Fee and Water Infrastructure fee in Attachment 4 to the Report; and approve



the Peery Park Plan Review Permit and Tentative Map subject to PPSP Mitigation Monitoring and Reporting Program in Attachment 7 to the Report and recommended conditions of approval set forth in Attachment 5 to the Report.

FRIENDLY AMENDMENT: Vice Mayor Larsson offered a friendly amendment to strike Condition of Approval PS-5 solar panel requirement.  
Councilmember Melton declined to accept the friendly amendment.

AMENDMENT: Vice Mayor Larsson moved to amend the motion to strike Condition of Approval PS-5.  
The motion to amend died due to lack of second.

The main motion carried by the following vote:

**Yes:** 6 - Mayor Hendricks  
Vice Mayor Larsson  
Councilmember Griffith  
Councilmember Klein  
Councilmember Melton  
Councilmember Goldman

**No:** 0

**Absent:** 1 - Councilmember Smith

**ORAL COMMUNICATIONS (CONTINUED AT 11:25 P.M.)**

Deborah Wolter spoke regarding space rent increases at Plaza del Rey and in support of rent control for mobile home parks.

Zachary Kaufman spoke regarding speed limits, parking policies and cyclist safety in the Land Use and Transportation Element (LUTE).

**COUNCILMEMBERS REPORTS ON ACTIVITIES FROM INTERGOVERNMENTAL COMMITTEE ASSIGNMENTS**

None.

MOTION: Councilmember Melton moved and Vice Mayor Larsson seconded the motion to proceed with Non-Agenda Items and Comments.

The motion carried by the following vote:

**Yes: 6 -** Mayor Hendricks  
Vice Mayor Larsson  
Councilmember Griffith  
Councilmember Klein  
Councilmember Melton  
Councilmember Goldman

**No: 0**

**Absent: 1 -** Councilmember Smith

### **NON-AGENDA ITEMS & COMMENTS**

#### **-Council**

Councilmember Melton reported receipt of an email from the El Camino Health Care District regarding proposed governance changes there and stated he would make himself available if any Councilmembers would like to discuss or get his thoughts on the proposed governance changes.

MOTION: Councilmember Melton moved and Councilmember Goldman seconded the motion to place on the next City Council special meeting or regular meeting agenda a discussion regarding an emergency ordinance to freeze rents at mobile home parks for 60 days.

The motion failed by the following vote:

**Yes: 2 -** Councilmember Melton  
Councilmember Goldman

**No: 4 -** Mayor Hendricks  
Vice Mayor Larsson  
Councilmember Griffith  
Councilmember Klein

**Absent: 1 -** Councilmember Smith

#### **-City Manager**

None.

### **INFORMATION ONLY REPORTS/ITEMS**

[17-0371](#) Tentative Council Meeting Agenda Calendar

[17-0292](#) Information/Action Items

- [17-0285](#) Pacific, Gas and Electric Tree Removals and Planting Plan for East California Avenue (Information Only)
- [17-0414](#) Notice of Public Works Director's Decision on Final Maps (Information Only)
- [17-0424](#) Solar Installations on City Facilities (Information Only)
- [17-0425](#) Update on Actions Taken Related to Membership in the Global Network of Age-Friendly Cities and Communities (GNAFCC) (Information Only)

**ADJOURNMENT**

Mayor Hendricks adjourned the meeting at 11:47 p.m.



# City of Sunnyvale

## Agenda Item

---

**17-0308**

**Agenda Date: 5/23/2017**

---

**SUBJECT**

Approve City Council Special Meeting Minutes of May 2, 2017

**RECOMMENDATION**

Approve the City Council Special Meeting Minutes of May 2, 2017 as submitted.



# City of Sunnyvale

## Meeting Minutes - Draft City Council

---

Tuesday, May 2, 2017

6:00 PM

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

---

### Special Meeting: Closed Session

#### 1 Call to Order in the West Conference Room

Vice Mayor Larsson announced the item for Closed Session and invited any members of the public to provide public comments before convening to Closed Session.

Vice Mayor Larsoon called the meeting to order at 6:01 p.m.

#### 2 Roll Call

**Present:** 7 - Mayor Glenn Hendricks  
Vice Mayor Gustav Larsson  
Councilmember Jim Griffith  
Councilmember Larry Klein  
Councilmember Nancy Smith  
Councilmember Russ Melton  
Councilmember Michael S. Goldman

Councilmember Nancy Smith participated in the meeting by teleconference from 1023 Rockrose Avenue, Sunnyvale, California, 94086.

#### 3 Public Comment

Martin Schmidt, Sunnyvale Employees Association, stated there are a few issues with the redline MOU and side letter, and he hopes the issues can be resolved.

No speakers at the teleconference location.

#### 4 Convene to Closed Session

[17-0514](#)

Closed Session held pursuant to California Government Code  
Section 54957.6: CONFERENCE WITH LABOR  
NEGOTIATORS  
Agency designated representatives: Deanna J. Santana, City

Manager; Teri Silva, Director of Human Resources  
Employee organization: Sunnyvale Employees Association (SEA)  
Employee organization: Service Employees International Union, Local 521 (SEIU)  
Unrepresented Employees

## **5 Reconvene to Open Session**

Vice Mayor Larsson reconvened the meeting to open session at 8:18 p.m.

## **6 Closed Session Report**

Vice Mayor Larsson reported Council met in Closed Session held pursuant to California Government Code Section 54957.6: Conference with Labor Negotiators; Agency designated representatives: Deanna J. Santana, City Manager; Teri Silva, Director of Human Resources; Employee organization: Sunnyvale Employees Association (SEA), Employee organization: Service Employees International Union, Local 521 (SEIU) and Unrepresented Employees; nothing to report.

## **7 Adjournment**

Vice Mayor Larsson adjourned the meeting at 8:19 p.m.



# City of Sunnyvale

## Agenda Item

---

**17-0346**

**Agenda Date: 5/23/2017**

---

**SUBJECT**

Approve City Council Special Meeting Minutes of May 4, 2017

**RECOMMENDATION**

Approve City Council Special Meeting Minutes of May 4, 2017 as submitted.



# City of Sunnyvale

## Meeting Minutes - Draft City Council

---

Thursday, May 4, 2017

2:00 PM

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

---

### Special Meeting: Closed Session

#### 1 Call to Order in the West Conference Room

Vice Mayor Larsson announced the item for Closed Session and invited any members of the public to provide public comments before convening to Closed Session.

Vice Mayor Larsson called the meeting to order at 2 p.m.

#### 2 Roll Call

**Present:** 7 - Mayor Glenn Hendricks  
Vice Mayor Gustav Larsson  
Councilmember Jim Griffith  
Councilmember Larry Klein  
Councilmember Nancy Smith  
Councilmember Russ Melton  
Councilmember Michael S. Goldman

Councilmember Nancy Smith participated in the meeting by teleconference from 1023 Rockrose Avenue, Sunnyvale, California, 94086.

#### 3 Public Comment

No speakers.

No speakers at the teleconference location.

#### 4 Convene to Closed Session

[17-0532](#)

Closed Session held pursuant to California Government Code  
Section 54957.6: CONFERENCE WITH LABOR  
NEGOTIATORS

Agency designated representatives: Deanna Santana, City  
Manager; Teri Silva, Director of Human Resources  
Employee organization: Sunnyvale Employees Association



(SEA)  
Unrepresented Employees

## **5 Reconvene to Open Session**

Vice Mayor Larsson reconvened to open session.

## **6 Closed Session Report**

Vice Mayor Larsson reported Council met in Closed Session held pursuant to California Government Code Section 54957.6: Conference with Labor Negotiators; Agency designated representatives: Deanna Santana, City Manager; Teri Silva, Director of Human Resources; Employee organization: Sunnyvale Employees Association (SEA) and Unrepresented Employees; nothing to report.

## **7 Adjournment**

Vice Mayor Larsson adjourned the meeting at 2:25 p.m.



# City of Sunnyvale

## Agenda Item

---

**17-0114**

**Agenda Date: 5/23/2017**

---

**SUBJECT**

Approve City Council Meeting Minutes of May 9, 2017

**RECOMMENDATION**

Approve the City Council Meeting Minutes of May 9, 2017 as submitted.



# City of Sunnyvale

## Meeting Minutes - Draft City Council

---

Tuesday, May 9, 2017

6:00 PM

Council Chambers, City Hall, 456 W. Olive  
Ave., Sunnyvale, CA 94086

---

**Special Meeting- 6 PM | Regular Meeting- 7 PM**

### **6 P.M. SPECIAL COUNCIL MEETING**

#### **1 Call to Order in the Council Chambers**

Mayor Hendricks called the meeting to order at 6 p.m.

#### **2 Roll Call**

**Present:** 6 - Mayor Glenn Hendricks  
Vice Mayor Gustav Larsson  
Councilmember Jim Griffith  
Councilmember Larry Klein  
Councilmember Russ Melton  
Councilmember Michael S. Goldman  
**Absent:** 1 - Councilmember Nancy Smith

Mayor Hendricks stated Councilmember Smith's absence is excused.

#### **3 Special Orders of the Day**

[17-0128](#) SPECIAL ORDER OF THE DAY - Department of Public  
Safety Special Awards

Mayor Hendricks and Chief of Public Safety Phan Ngo presented the Department of Public Safety Special Awards.

[17-0347](#) SPECIAL ORDER OF THE DAY - Teen Self Esteem  
Awareness Month

Mayor Hendricks presented a proclamation in recognition of National Teen Self Esteem Month to Community Services Manager Michael Muse, Teen Advisory Committee President Ting Chang and Teen Advisory Committee Vice President Susie Warner.

[17-0474](#)**SPECIAL ORDER OF THE DAY - Municipal Clerks Week**

Mayor Hendricks presented a proclamation in recognition of Municipal Clerks Week to City Clerk Kathleen Franco Simmons and Deputy City Clerk Lisa Natusch.

**5 Adjourn Special Meeting**

Mayor Hendricks adjourned the meeting at 6:45 p.m.

**7 P.M. COUNCIL MEETING****CALL TO ORDER**

Mayor Hendricks called the meeting to order.

**SALUTE TO THE FLAG**

Mayor Hendricks led the salute to the flag.

**ROLL CALL**

**Present:** 6 - Mayor Glenn Hendricks  
Vice Mayor Gustav Larsson  
Councilmember Jim Griffith  
Councilmember Larry Klein  
Councilmember Russ Melton  
Councilmember Michael S. Goldman  
**Absent:** 1 - Councilmember Nancy Smith

Mayor Hendricks stated Councilmember Smith's absence is excused.

**CLOSED SESSION REPORT**

Vice Mayor Larsson reported the Council met in Closed Session on May 17, 2016; in that Closed Session, the City Council granted the City Attorney settlement authority in the matter of Gorla, et al. v. City of Sunnyvale and on June 7, 2016, the various plaintiffs in the litigation signed a settlement agreement and release, in which the City agreed to settle the matter for the payment of \$550,000 and the plaintiffs agreed to dismiss their lawsuit with prejudice. The litigation involved a fatal accident occurring on November 18, 2002 on East Duane Avenue.

Vice Mayor Larsson reported the Council met in Closed Session on May 2, 2017 pursuant to California Government Code Section 54957.6: Conference with Labor Negotiators regarding the Sunnyvale Employees Association (SEA), the Service Employees International Union, Local 521 (SEIU) and Unrepresented Employees;

nothing to report.

Vice Mayor Larsson reported the Council met in Closed Session on May 4, 2017 pursuant to California Government Code Section 54957.6: Conference with Labor Negotiators regarding Sunnyvale Employees Association (SEA) and Unrepresented Employees; nothing to report.

### **ORAL COMMUNICATIONS**

Chris Fallon spoke regarding rising space rent in Plaza Del Rey Mobile Home Park and requested the passage of an ordinance for rent control for mobile home parks.

### **CONSENT CALENDAR**

MOTION: Vice Mayor Larsson moved and Councilmember Klein seconded the motion to approve the Consent Calendar.

The motion carried by the following vote:

**Yes:** 6 - Mayor Hendricks  
Vice Mayor Larsson  
Councilmember Griffith  
Councilmember Klein  
Councilmember Melton  
Councilmember Goldman

**No:** 0

**Absent:** 1 - Councilmember Smith

**1.A**     [17-0383](#)     Approve City Council Meeting Minutes of April 11, 2017

Approve the City Council Meeting Minutes of April 11, 2017 as submitted.

**1.B**     [17-0419](#)     Approve City Council Special Meeting Minutes of April 18, 2017

Approve the City Council Special Meeting Minutes of April 18, 2017 as submitted.

**1.C**     [17-0175](#)     Approve the List(s) of Claims and Bills Approved for Payment by the City Manager

Approve the list(s) of claims and bills.

**1.D**     [17-0413](#)     Award of Contract for Design and Construction Support Services for The Mary-Carson Water Tank No. 2 Interior Refurbishment Project (F17-110)

1) Award a contract, in substantially the same form as Attachment 1 to the report, and in an amount not-to-exceed \$92,392, to V&A Consulting Engineers, and authorize the City Manager to execute the contract when all the necessary conditions have been met; 2) Approve a 10% design contingency in the amount of \$9,239.

- 1.E**      [17-0392](#)      Authorize the City Manager to Execute an Agreement for Professional Real Estate Broker Services Related to the Sale of Onizuka Parcels at 1050 & 1060 Innovation Way (F17-099) and Approve Budget Modification No. 43

Authorize the City Manager to execute an Agreement with Cushman & Wakefield for an amount not to exceed \$120,000 to perform professional real estate broker services related to the sale of 1050 & 1060 Innovation Way (Onizuka) and Approve Budget Modification No. 43 in the amount of \$120,000.

- 1.F**      [17-0389](#)      Approve Budget Modification No. 40 in the amount of \$108,329 to Appropriate Funding from Fund 285 (Transportation Development Act) to Fund 385 (Capital Projects)

Approve Budget Modification No. 40 in the amount of \$108,329 to appropriate funding from the Transportation Development Act Fund to the Capital Project Fund.

- 1.G**      [17-0397](#)      Award of Contract for Storm Drain Trash Capture Devices (F17-119)

1) Award an installation contract, in substantially the same format as Attachment 1 to the report in an amount of \$182,810 to Storm Water Inspection & Maintenance Services Inc., dba Storm Tek, and authorize the City Manager to execute the contract when all the necessary conditions have been met; and 2) approve a 10% contract contingency in the amount of \$18,281.

- 1.H**      [17-0438](#)      Approve 2017 Board and Commission Master Work Plans  
Approve the 2017 master work plans as submitted.

- 1.I**      [17-0517](#)      Adopt Ordinance No. 3114-17 Amending the Precise Zoning Plan, Zoning Districts Map, to Rezone 29 Contiguous Properties Located on Firebird Way, Flamingo Way, and Dunholme Way from R-0 (Low Density Residential) Zoning District to R-0/S (Low Density Residential/Single-Story) Zoning District

Adopt Ordinance No. 3114-17.

- 1.J      [17-0519](#)      Adopt Ordinance No. 3115-17 Amending the Precise Zoning Plan, Zoning Districts Map, to Rezone Certain Properties located at 669 & 673 Old San Francisco Road from R-0 (Low Density Residential) Zoning District to R-3/PD (Medium Density Residential/Planned Development) Zoning District

Adopt Ordinance No. 3115-17.

### **PUBLIC HEARINGS/GENERAL BUSINESS**

- 2            [17-0487](#)      Consider Draft 2017 Housing and Urban Development (HUD) Action Plan

Director of Community Development Trudi Ryan provided the staff report and recommended that Council provide the flexibility that if the dollar amount allocated by the Federal government for CDBG and HOME funds for the HUD Action Plan is less than last year, to proportionately reduce the amounts to all of those funded, or if the amount is higher, that Council allocate the additional funding to the sidewalk project along Persian Drive. Housing Officer Suzanne Ise' provided additional information.

Public Hearing opened at 7:13 p.m.

Jean Jiang, Staff Attorney, Project Sentinel, provided information regarding the fair housing services provided by the agency.

Pilar Furlong, Chief Community Resources Officer, Bill Wilson Center, provided information regarding the counseling program services provided by the agency.

Chris Richardson, Chief Program Officer, Downtown Streets Team, provided information regarding the homelessness services provided by the agency.

Amanda Olson, Downtown Streets Team, spoke regarding the homeless outreach and community engagement program.

Dan Schmid, Life Moves, provided information regarding the family shelter services provided by the program.

Marie Bernard, Sunnyvale Community Services, provided information regarding the services provided by the agency.

Public Hearing closed at 7:27 p.m.

MOTION: Councilmember Klein moved and Vice Mayor Larsson seconded the motion to approve Alternative 1: Approve the 2017 Action Plan as shown in Attachment 2 to the report.

The motion carried by the following vote:

**Yes:** 6 - Mayor Hendricks  
Vice Mayor Larsson  
Councilmember Griffith  
Councilmember Klein  
Councilmember Melton  
Councilmember Goldman

**No:** 0

**Absent:** 1 - Councilmember Smith

- 3      [17-0221](#)      Adopt a Mitigated Negative Declaration and a Mitigation Monitoring Reporting Program for Animal Assisted Happiness at Baylands Park, Approve the Conceptual Plan and Authorize the City Manager to Execute a Sublease Agreement between the City and Animal Assisted Happiness (AAH)

Assistant Director of Public Works Craig Mobeck provided the staff report. Superintendent of Community Services Dan Wax and Director of Public Works Manuel Pineda provided additional information.

Public Hearing opened at 7:54 p.m.

Lizzy Eckstroun, volunteer, Animal Assisted Happiness, spoke in support of the proposal.

Vicki Amon-Higa, co-founder of Animal Assisted Happiness, provided information regarding their visits and events and requested consideration of waiving the park fee when special needs clients visit.

Public Hearing closed at 8:02 p.m.

MOTION: Councilmember Klein moved and Vice Mayor Larsson seconded the motion to approve Alternative 1: Make the findings required by the California Environmental Quality Act in Attachment 12 to the Report, Adopt a Mitigated Negative Declaration and a Mitigation Monitoring Reporting Program for Animal Assisted Happiness at Baylands Park, approve the conceptual plans and authorize



the City Manager to execute a sublease Agreement between the City and Animal Assisted Happiness; with the addition of staff looking at a higher quality fence and possible security on all four sides of the land used by Animal Assisted Happiness, subject to approval by the Director of Public Works.

The motion carried by the following vote:

**Yes:** 6 - Mayor Hendricks  
Vice Mayor Larsson  
Councilmember Griffith  
Councilmember Klein  
Councilmember Melton  
Councilmember Goldman

**No:** 0

**Absent:** 1 - Councilmember Smith

- 4      [17-0343](#)      Introduce an Ordinance to Award a Non-Exclusive Taxicab Franchise to Yellow Checker Cab Co., Inc. DBA Checker Cab and Rainbow Cab

Management Analyst Elaine Ketell provided the staff report.

Public Hearing opened at 8:09 p.m.

No speakers.

Public Hearing closed at 8:09 p.m.

MOTION: Vice Mayor Larsson moved and Councilmember Melton seconded the motion to approve Alternative 1: Introduce an Ordinance to Award a Non-exclusive Taxicab Franchise to Yellow Checker Cab Co., Inc. DBA Checker Cab and Rainbow Cab, and authorize the City Manager to execute the franchise agreement.

City Clerk Kathleen Franco Simmons read the ordinance title.

The motion carried by the following vote:

**Yes:** 6 - Mayor Hendricks  
Vice Mayor Larsson  
Councilmember Griffith  
Councilmember Klein  
Councilmember Melton  
Councilmember Goldman

**No:** 0

**Absent:** 1 - Councilmember Smith

- 5**      [17-0345](#)      Introduce an Ordinance to Award a Non-Exclusive Taxicab Franchise to A Orange Cab, Inc., DBA Orange Cab

Management Analyst Elaine Ketell provided the staff report.

Public Hearing opened at 8:11 p.m.

No speakers.

Public Hearing closed at 8:11 p.m.

MOTION: Vice Mayor Larsson moved and Councilmember Melton seconded the motion to approve Alternative 1: Introduce an Ordinance to Award a Non-exclusive Taxicab Franchise to A Orange Cab Co., Inc. DBA Orange Cab and authorize the City Manager to execute the franchise agreement.

City Clerk Kathleen Franco Simmons read the ordinance title.

The motion carried by the following vote:

**Yes:** 6 - Mayor Hendricks  
Vice Mayor Larsson  
Councilmember Griffith  
Councilmember Klein  
Councilmember Melton  
Councilmember Goldman

**No:** 0

**Absent:** 1 - Councilmember Smith

- 6**      [16-0871](#)      Approve a Program for Paid Parking in Downtown Caltrain Commuter Lots

Management Analyst Elaine Ketell provided the staff report. Director of Public Works Pineda provided additional information.

Public Hearing opened at 8:15 p.m.

Zachary Kaufman provided comments regarding the 2012 consultant report.

Public Hearing closed at 8:16 p.m.

MOTION: Councilmember Melton moved and Councilmember Klein seconded the motion to approve Alternative 1: Approve a Program for Paid Parking in Downtown

Caltrain Commuter Lots.

The motion carried by the following vote:

**Yes:** 6 - Mayor Hendricks  
Vice Mayor Larsson  
Councilmember Griffith  
Councilmember Klein  
Councilmember Melton  
Councilmember Goldman

**No:** 0

**Absent:** 1 - Councilmember Smith

**COUNCILMEMBERS REPORTS ON ACTIVITIES FROM INTERGOVERNMENTAL  
COMMITTEE ASSIGNMENTS**

Mayor Hendricks reported the Valley Transportation Authority Board adopted the framework for the Next Network.

**NON-AGENDA ITEMS & COMMENTS**

**-Council**

None.

**-City Manager**

Assistant City Manager Walter Rossmann reminded Council of key dates in the budget process.

**INFORMATION ONLY REPORTS/ITEMS**

- |                                |                                                                                                                            |
|--------------------------------|----------------------------------------------------------------------------------------------------------------------------|
| <a href="#"><u>17-0071</u></a> | Tentative Council Meeting Agenda Calendar                                                                                  |
| <a href="#"><u>17-0359</u></a> | Information/Action Items                                                                                                   |
| <a href="#"><u>17-0228</u></a> | Study Session Summary of April 25, 2017 - Review<br>Performance Evaluation Tools for the City Manager and City<br>Attorney |
| <a href="#"><u>17-0405</u></a> | Board/Commission Meeting Minutes                                                                                           |

**ADJOURNMENT**

Mayor Hendricks adjourned the meeting at 8:34 p.m.



# City of Sunnyvale

## Agenda Item

17-0177

Agenda Date: 5/23/2017

### 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
866	04-23-17 through 04-29-17	\$4,071,440.00
867	04-30-17 through 05-06-17	\$968,221.16

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

#### **ENVIRONMENTAL REVIEW**

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

#### **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: Timothy J. Kirby, Director of Finance  
Reviewed by: Walter C. Rossmann, Assistant City Manager  
Approved by: Deanna J. Santana, City Manager

#### **ATTACHMENTS**

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

5/9/2017

City of Sunnyvale

**LIST # 866**

Page 1

**List of All Claims and Bills Approved for Payment**  
**For Payments Dated 4/23/2017 through 4/29/2017**

Sorted by Payment Number

<b>Payment No.</b>	<b>Payment Date</b>	<b>Vendor Name</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Invoice Amount</b>	<b>Discount Taken</b>	<b>Amount Paid</b>	<b>Payment Total</b>
xxx8084	4/26/17	ABEL A VARGAS	MAY 2017	Insurances - Retiree Medical - Retiree Reimbursement	670.91	0.00	670.91	<b>\$670.91</b>
xxx8085	4/26/17	AIMEE FOSBENNER	MAY 2017	Insurances - Retiree Medical - Retiree Reimbursement	228.98	0.00	228.98	<b>\$228.98</b>
xxx8086	4/26/17	ANNABEL YURUTUCU	MAY 2017	Insurances - Retiree Medical - Retiree Reimbursement	526.28	0.00	526.28	<b>\$526.28</b>
xxx8087	4/26/17	BYRON K PIPKIN	MAY 2017	Insurances - Retiree Medical - Retiree Reimbursement	845.13	0.00	845.13	<b>\$845.13</b>
xxx8088	4/26/17	CATHY E MERRILL	MAY 2017	Insurances - Retiree Medical - Retiree Reimbursement	228.98	0.00	228.98	<b>\$228.98</b>
xxx8089	4/26/17	CATHY HAYNES	MAY 2017	Insurances - Retiree Medical - Retiree Reimbursement	1,362.91	0.00	1,362.91	<b>\$1,362.91</b>
xxx8090	4/26/17	CHRIS CARRION	MAY 2017	Insurances - Retiree Medical - Retiree Reimbursement	670.91	0.00	670.91	<b>\$670.91</b>
xxx8091	4/26/17	CORYN CAMPBELL	MAY 2017	Insurances - Retiree Medical - Retiree Reimbursement	352.58	0.00	352.58	<b>\$352.58</b>
xxx8092	4/26/17	DAN HAMMONS	MAY 2017	Insurances - Retiree Medical - Retiree Reimbursement	1,253.83	0.00	1,253.83	<b>\$1,253.83</b>
xxx8093	4/26/17	DAVID A LEWIS	MAY 2017	Insurances - Retiree Medical - Retiree Reimbursement	1,068.91	0.00	1,068.91	<b>\$1,068.91</b>
xxx8094	4/26/17	DAVID KAHN	MAY 2017	Insurances - Retiree Medical - Retiree Reimbursement	960.72	0.00	960.72	<b>\$960.72</b>
xxx8095	4/26/17	DAVID L VERBRUGGE	MAY 2017	Insurances - Retiree Medical - Retiree Reimbursement	1,868.74	0.00	1,868.74	<b>\$1,868.74</b>
xxx8096	4/26/17	DAVID M GOTT	MAY 2017	Insurances - Retiree Medical - Retiree Reimbursement	352.58	0.00	352.58	<b>\$352.58</b>
xxx8097	4/26/17	DEE SCHABOT	MAY 2017	Insurances - Retiree Medical - Retiree Reimbursement	1,253.83	0.00	1,253.83	<b>\$1,253.83</b>
xxx8098	4/26/17	DON JOHNSON	MAY 2017	Insurances - Retiree Medical - Retiree Reimbursement	555.35	0.00	555.35	<b>\$555.35</b>
xxx8099	4/26/17	DOUGLAS MORETTO	MAY 2017	Insurances - Retiree Medical - Retiree Reimbursement	1,110.94	0.00	1,110.94	<b>\$1,110.94</b>
xxx8100	4/26/17	ENCARNACION HERNANDEZ	MAY 2017	Insurances - Retiree Medical - Retiree Reimbursement	233.37	0.00	233.37	<b>\$233.37</b>

**List of All Claims and Bills Approved for Payment**  
**For Payments Dated 4/23/2017 through 4/29/2017**

**Sorted by Payment Number**

<b>Payment No.</b>	<b>Payment Date</b>	<b>Vendor Name</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Invoice Amount</b>	<b>Discount Taken</b>	<b>Amount Paid</b>	<b>Payment Total</b>
xxx8101	4/26/17	ERWIN YOUNG	MAY 2017	Insurances - Retiree Medical - Retiree Reimbursement	1,176.72	0.00	1,176.72	<b>\$1,176.72</b>
xxx8102	4/26/17	ESTRELLA AGRAVIADOR KAWCZYNSKI	MAY 2017	Insurances - Retiree Medical - Retiree Reimbursement	172.48	0.00	172.48	<b>\$172.48</b>
xxx8103	4/26/17	EUGENE J WADDELL	MAY 2017	Insurances - Retiree Medical - Retiree Reimbursement	590.60	0.00	590.60	<b>\$590.60</b>
xxx8104	4/26/17	FRANK CURTIS BLACK	MAY 2017	Insurances - Retiree Medical - Retiree Reimbursement	761.03	0.00	761.03	<b>\$761.03</b>
xxx8105	4/26/17	FRANK J GRGURINA	MAY 2017	Insurances - Retiree Medical - Retiree Reimbursement	555.47	0.00	555.47	<b>\$555.47</b>
xxx8106	4/26/17	GARY K CARLS	MAY 2017	Insurances - Retiree Medical - Retiree Reimbursement	388.06	0.00	388.06	<b>\$388.06</b>
xxx8107	4/26/17	GARY LUEBBERS	MAY 2017	Insurances - Retiree Medical - Retiree Reimbursement	578.58	0.00	578.58	<b>\$578.58</b>
xxx8108	4/26/17	GLENN FORTIN	MAY 2017	Insurances - Retiree Medical - Retiree Reimbursement	671.13	0.00	671.13	<b>\$671.13</b>
xxx8109	4/26/17	GREGORY E KEVIN	MAY 2017	Insurances - Retiree Medical - Retiree Reimbursement	671.13	0.00	671.13	<b>\$671.13</b>
xxx8110	4/26/17	HIRA L RAINA	MAY 2017	Insurances - Retiree Medical - Retiree Reimbursement	388.06	0.00	388.06	<b>\$388.06</b>
xxx8111	4/26/17	JAMES BOUZIANE	MAY 2017	Insurances - Retiree Medical - Retiree Reimbursement	721.51	0.00	721.51	<b>\$721.51</b>
xxx8112	4/26/17	JAMES WEBB JR	MAY 2017	Insurances - Retiree Medical - Retiree Reimbursement	238.00	0.00	238.00	<b>\$238.00</b>
xxx8113	4/26/17	JEROME P AMMERMAN	MAY 2017	Insurances - Retiree Medical - Retiree Reimbursement	670.91	0.00	670.91	<b>\$670.91</b>
xxx8114	4/26/17	JOHN DEBATTISTA	MAY 2017	Insurances - Retiree Medical - Retiree Reimbursement	670.91	0.00	670.91	<b>\$670.91</b>
xxx8115	4/26/17	JOHN HOWE	MAY 2017	Insurances - Retiree Medical - Retiree Reimbursement	526.28	0.00	526.28	<b>\$526.28</b>
xxx8116	4/26/17	JOHN S WITTHAUS	MAY 2017	Insurances - Retiree Medical - Retiree Reimbursement	1,868.74	0.00	1,868.74	<b>\$1,868.74</b>
xxx8117	4/26/17	KAREN L DAVIS	MAY 2017	Insurances - Retiree Medical - Retiree Reimbursement	136.52	0.00	136.52	<b>\$136.52</b>
xxx8118	4/26/17	KAREN WOBLESKY	MAY 2017	Insurances - Retiree Medical - Retiree Reimbursement	1,068.91	0.00	1,068.91	<b>\$1,068.91</b>

**List of All Claims and Bills Approved for Payment**  
**For Payments Dated 4/23/2017 through 4/29/2017**

**Sorted by Payment Number**

<b>Payment No.</b>	<b>Payment Date</b>	<b>Vendor Name</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Invoice Amount</b>	<b>Discount Taken</b>	<b>Amount Paid</b>	<b>Payment Total</b>
xxx8119	4/26/17	KATHRYN BERRY	MAY 2017	Insurances - Retiree Medical - Retiree Reimbursement	590.60	0.00	590.60	<b>\$590.60</b>
xxx8120	4/26/17	KELLY FITZGERALD	MAY 2017	Insurances - Retiree Medical - Retiree Reimbursement	671.13	0.00	671.13	<b>\$671.13</b>
xxx8121	4/26/17	KELLY MENEHAN	MAY 2017	Insurances - Retiree Medical - Retiree Reimbursement	136.52	0.00	136.52	<b>\$136.52</b>
xxx8122	4/26/17	KLAUS DAEHNE	MAY 2017	Insurances - Retiree Medical - Retiree Reimbursement	752.30	0.00	752.30	<b>\$752.30</b>
xxx8123	4/26/17	MARK G PETERSEN	MAY 2017	Insurances - Retiree Medical - Retiree Reimbursement	1,628.34	0.00	1,628.34	<b>\$1,628.34</b>
xxx8124	4/26/17	MARK STIVERS	MAY 2017	Insurances - Retiree Medical - Retiree Reimbursement	1,080.13	0.00	1,080.13	<b>\$1,080.13</b>
xxx8125	4/26/17	MARVIN A ROSE	MAY 2017	Insurances - Retiree Medical - Retiree Reimbursement	4.91	0.00	4.91	<b>\$4.91</b>
xxx8126	4/26/17	MICHAEL A CHAN	MAY 2017	Insurances - Retiree Medical - Retiree Reimbursement	1,868.74	0.00	1,868.74	<b>\$1,868.74</b>
xxx8127	4/26/17	MICHAEL CURRAN	MAY 2017	Insurances - Retiree Medical - Retiree Reimbursement	590.60	0.00	590.60	<b>\$590.60</b>
xxx8128	4/26/17	MYRIAM CASTANEDA	MAY 2017	Insurances - Retiree Medical - Retiree Reimbursement	526.28	0.00	526.28	<b>\$526.28</b>
xxx8129	4/26/17	RICHARD C GURNEY	MAY 2017	Insurances - Retiree Medical - Retiree Reimbursement	526.28	0.00	526.28	<b>\$526.28</b>
xxx8130	4/26/17	ROBERT PATERNOSTER	MAY 2017	Insurances - Retiree Medical - Retiree Reimbursement	309.77	0.00	309.77	<b>\$309.77</b>
xxx8131	4/26/17	ROBERT WALKER	MAY 2017	Insurances - Retiree Medical - Retiree Reimbursement	1,599.35	0.00	1,599.35	<b>\$1,599.35</b>
xxx8132	4/26/17	RONALD DALBA	MAY 2017	Insurances - Retiree Medical - Retiree Reimbursement	671.13	0.00	671.13	<b>\$671.13</b>
xxx8133	4/26/17	SCOTT MORTON	MAY 2017	Insurances - Retiree Medical - Retiree Reimbursement	1,110.94	0.00	1,110.94	<b>\$1,110.94</b>
xxx8134	4/26/17	SILVIA MARTINS	MAY 2017	Insurances - Retiree Medical - Retiree Reimbursement	1,253.83	0.00	1,253.83	<b>\$1,253.83</b>
xxx8135	4/26/17	SIMON C LEMUS	MAY 2017	Insurances - Retiree Medical - Retiree Reimbursement	1,628.34	0.00	1,628.34	<b>\$1,628.34</b>
xxx8136	4/26/17	STEVEN D PIGOTT	MAY 2017	Insurances - Retiree Medical - Retiree Reimbursement	543.08	0.00	543.08	<b>\$543.08</b>



**List of All Claims and Bills Approved for Payment**  
**For Payments Dated 4/23/2017 through 4/29/2017**

**Sorted by Payment Number**

<b>Payment No.</b>	<b>Payment Date</b>	<b>Vendor Name</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Invoice Amount</b>	<b>Discount Taken</b>	<b>Amount Paid</b>	<b>Payment Total</b>
xxx8137	4/26/17	TAMMY PARKHURST	MAY 2017	Insurances - Retiree Medical - Retiree Reimbursement	352.58	0.00	352.58	<b>\$352.58</b>
xxx8138	4/26/17	THERESE BALBO	MAY 2017	Insurances - Retiree Medical - Retiree Reimbursement	1,228.10	0.00	1,228.10	<b>\$1,228.10</b>
xxx8139	4/26/17	TIM CARLYLE	MAY 2017	Insurances - Retiree Medical - Retiree Reimbursement	671.13	0.00	671.13	<b>\$671.13</b>
xxx8140	4/26/17	TIM JOHNSON	MAY 2017	Insurances - Retiree Medical - Retiree Reimbursement	671.13	0.00	671.13	<b>\$671.13</b>
xxx8141	4/26/17	TONY J PEREZ	MAY 2017	Insurances - Retiree Medical - Retiree Reimbursement	590.60	0.00	590.60	<b>\$590.60</b>
xxx8142	4/26/17	VINCENT CHETCUTI	MAY 2017	Insurances - Retiree Medical - Retiree Reimbursement	1,868.74	0.00	1,868.74	<b>\$1,868.74</b>
xxx8143	4/26/17	WILLIAM BIELINSKI	MAY 2017	Insurances - Retiree Medical - Retiree Reimbursement	555.35	0.00	555.35	<b>\$555.35</b>
xxx8144	4/26/17	WILLIAM L DISQUE	MAY 2017	Insurances - Retiree Medical - Retiree Reimbursement	515.13	0.00	515.13	<b>\$515.13</b>
xxx290883	4/25/17	A T & T	MARCH2017	Utilities - Telephone	113.10	0.00	113.10	<b>\$113.10</b>
xxx290884	4/25/17	AMS.NET INC	0012424	Hardware Maintenance	29,400.00	0.00	29,400.00	<b>\$29,400.00</b>
xxx290885	4/25/17	ACTION RESEARCH	AR17-1019	Consultants	22,656.00	0.00	22,656.00	<b>\$22,656.00</b>
xxx290886	4/25/17	ACUSHNET CO	903693916RE2	Inventory Purchase	1,118.06	0.00	1,118.06	<b>\$4,505.40</b>
			903799300RE2	Inventory Purchase	1,560.94	0.00	1,560.94	
			903801374RE2	Inventory Purchase	361.83	0.00	361.83	
			903853411RE2	Inventory Purchase	701.50	0.00	701.50	
			903853412RE2	Inventory Purchase	501.18	0.00	501.18	
			903887312RE	Inventory Purchase	198.43	3.84	194.59	
			903918978RE	Inventory Purchase	68.48	1.18	67.30	
xxx290887	4/25/17	ADVANTEL NETWORKS	6075751	Miscellaneous Equipment	3,452.90	0.00	3,452.90	<b>\$3,452.90</b>
xxx290888	4/25/17	ALADTEC INC	2017-100849	Miscellaneous Services	1,095.00	0.00	1,095.00	<b>\$1,095.00</b>
xxx290889	4/25/17	AMERICAN CONSTRUCTION & SUPPLY INC	CTHODCUPGR D#06	Construction Services	146,642.18	0.00	146,642.18	<b>\$146,642.18</b>
xxx290890	4/25/17	AMFASOFT CORP	CARKUM-01	DED Services/Training - Training	5,310.00	0.00	5,310.00	<b>\$5,910.00</b>
			DAVCAST-04	DED Services/Training - Training	600.00	0.00	600.00	
xxx290891	4/25/17	ANASTACIA MARINHO	CK REQ 17-166	DED Services/Training - Books	245.00	0.00	245.00	<b>\$245.00</b>
xxx290892	4/25/17	ARCHITECTURE & HISTORY LLC						<b>\$7,891.20</b>

**List of All Claims and Bills Approved for Payment**  
**For Payments Dated 4/23/2017 through 4/29/2017**

**Sorted by Payment Number**

<b>Payment No.</b>	<b>Payment Date</b>	<b>Vendor Name</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Invoice Amount</b>	<b>Discount Taken</b>	<b>Amount Paid</b>	<b>Payment Total</b>
			2016_3701	Consultants	7,891.20	0.00	7,891.20	
xxx290893	4/25/17	BARTEL ASSOC LLC	17-102	Financial Services	7,790.00	0.00	7,790.00	<b>\$7,790.00</b>
xxx290894	4/25/17	BAY AREA NEWS GROUP DIGITAL FIRST MEDIA	0005912312	Advertising Services	52.00	0.00	52.00	<b>\$52.00</b>
xxx290895	4/25/17	BOUND TREE MEDICAL LLC	82458933	Inventory Purchase	408.20	0.00	408.20	<b>\$4,865.76</b>
			82468173	Inventory Purchase	468.16	0.00	468.16	
			82469541	Inventory Purchase	3,989.40	0.00	3,989.40	
xxx290896	4/25/17	BRIAN BROWN	SUN-4-1	Rec Instructors/Officials	1,000.00	0.00	1,000.00	<b>\$1,000.00</b>
xxx290897	4/25/17	CATHOLIC CHARITIES OF SANTA CLARA COUNTY	1	Outside Group Funding	4,906.37	0.00	4,906.37	<b>\$4,906.37</b>
xxx290898	4/25/17	COAST PERSONNEL SERVICES INC	2004787	Contracts/Service Agreements	1,221.09	0.00	1,221.09	<b>\$1,221.49</b>
			2004820	Contracts/Service Agreements	0.40	0.00	0.40	
xxx290899	4/25/17	CONTRACTOR COMPLIANCE & MONITORING INC	8345	Consultants	2,000.00	0.00	2,000.00	<b>\$2,000.00</b>
xxx290900	4/25/17	CORIX WATER PRODUCTS (US) INC	17713007660	Water Meters	41.91	0.00	41.91	<b>\$308.49</b>
			17713007661	Construction Services	376.71	0.00	376.71	
			1771500531	Inventory Purchase	-110.13	0.00	-110.13	
xxx290901	4/25/17	CRESCENT TERRACE INC	DRAW#7	Customer Loans Disbursed	274,944.05	0.00	274,944.05	<b>\$274,944.05</b>
xxx290902	4/25/17	DAPPER TIRE CO INC	44387935	Inventory Purchase	2,676.53	0.00	2,676.53	<b>\$2,676.53</b>
xxx290903	4/25/17	DAVEY RESOURCE GROUP	911104712	Software As a Service	2,100.00	0.00	2,100.00	<b>\$2,100.00</b>
xxx290904	4/25/17	DELL MARKETING LP	10152326851	Computer Hardware	2,735.80	0.00	2,735.80	<b>\$2,735.80</b>
xxx290905	4/25/17	DOWNEY BRAND LLP	509112	Legal Services	1,242.00	0.00	1,242.00	<b>\$1,242.00</b>
xxx290906	4/25/17	EMERSON NETWORK POWER	51006884	Equipment Maintenance & Repair Labor	1,096.00	0.00	1,096.00	<b>\$1,096.00</b>
xxx290907	4/25/17	ENNIS PAINT INC	323599	Materials - Land Improve	8,202.60	0.00	8,202.60	<b>\$8,202.60</b>
xxx290908	4/25/17	FEDEX	5-652-49750	Mailing & Delivery Services	55.64	0.00	55.64	<b>\$67.90</b>
			5-763-06743	Mailing & Delivery Services	12.26	0.00	12.26	
xxx290909	4/25/17	FERGUSON ENTERPRISES INC 1423	1253406	Water Backflow Valves	509.74	0.00	509.74	<b>\$1,612.42</b>
			1260458	Inventory Purchase	537.37	4.93	532.44	
			1260744	Inventory Purchase	575.52	5.28	570.24	
xxx290910	4/25/17	GARDENLAND POWER EQUIPMENT	467929	General Supplies	148.53	0.00	148.53	<b>\$1,305.93</b>
			469109	Misc Equip Maint & Repair - Materials	781.19	0.00	781.19	
			469448	Misc Equip Maint & Repair - Labor	139.24	0.00	139.24	

**List of All Claims and Bills Approved for Payment**  
**For Payments Dated 4/23/2017 through 4/29/2017**

**Sorted by Payment Number**

<b>Payment No.</b>	<b>Payment Date</b>	<b>Vendor Name</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Invoice Amount</b>	<b>Discount Taken</b>	<b>Amount Paid</b>	<b>Payment Total</b>
			469448	Misc Equip Maint & Repair - Materials	160.60	0.00	160.60	
			469469	Misc Equip Maint & Repair - Materials	76.37	0.00	76.37	
xxx290911	4/25/17	GRANITE CONSTRUCTION CO	1135612	Materials - Land Improve	38.73	0.00	38.73	<b>\$38.73</b>
xxx290912	4/25/17	GRANITEROCK CO	1022593	Materials - Land Improve	2,401.30	0.00	2,401.30	<b>\$2,401.30</b>
xxx290913	4/25/17	HYBRID COMMERCIAL PRINTING INC	26106	Printing & Related Services	860.41	0.00	860.41	<b>\$2,184.82</b>
			26107	Printing & Related Services	498.02	0.00	498.02	
			26108	Printing & Related Services	157.33	0.00	157.33	
			26110	Printing & Related Services	399.28	0.00	399.28	
			26138	Printing & Related Services	269.78	0.00	269.78	
xxx290914	4/25/17	ICE CENTER OF CUPERTINO	418411	Rec Instructors/Officials	3,360.00	0.00	3,360.00	<b>\$3,360.00</b>
xxx290915	4/25/17	INTEGRA CONSTRUCTION SERVICES INC	ORCHRDGRDN S#R	Construction Project Contract Retainage	6,405.23	0.00	6,405.23	<b>\$6,405.23</b>
xxx290916	4/25/17	INTERNATIONAL SCHOOL OF NURSING	2017206	DED Services/Training - Training	710.00	0.00	710.00	<b>\$931.00</b>
			2017213	DED Services/Training - Training	221.00	0.00	221.00	
xxx290917	4/25/17	JEFFERSON UNION HIGH SCHOOL DISTRICT	FEB2017	Contracts/Service Agreements	10,599.70	0.00	10,599.70	<b>\$10,599.70</b>
xxx290918	4/25/17	JOBTRAIN	FEB2017	DED Services/Training - Training	20,000.00	0.00	20,000.00	<b>\$57,343.00</b>
			FEB2017	Contracts/Service Agreements	37,343.00	0.00	37,343.00	
xxx290919	4/25/17	KELLY PAPER CO	8516484	General Supplies	366.24	0.00	366.24	<b>\$690.19</b>
			8516487	General Supplies	323.95	0.00	323.95	
xxx290920	4/25/17	KIDZ LOVE SOCCER	2017WI-A15B	Rec Instructors/Officials	7,290.56	0.00	7,290.56	<b>\$7,290.56</b>
xxx290921	4/25/17	KOHLWEISS AUTO PARTS INC	01PF8782	Inventory Purchase	1,262.04	25.24	1,236.80	<b>\$1,236.80</b>
xxx290922	4/25/17	LEHR AUTO ELECTRIC	01 008323	Water Backflow Valves	-893.87	0.00	-893.87	<b>\$826.75</b>
			01 133548	Water Backflow Valves	893.87	0.00	893.87	
			01 134267	Water Backflow Valves	826.75	0.00	826.75	
xxx290923	4/25/17	LOREE C POPEJOY	CK REQ 17-162	DED Services/Training - Books	14.63	0.00	14.63	<b>\$14.63</b>
xxx290924	4/25/17	MACIAS GINI AND OCONNELL LLP	235930	Financial Services	3,061.00	0.00	3,061.00	<b>\$12,030.50</b>
			236694	Financial Services	4,630.50	0.00	4,630.50	
			237371	Financial Services	3,061.00	0.00	3,061.00	
			237373	Financial Services	1,278.00	0.00	1,278.00	
xxx290926	4/25/17	MICHAEL BERNICK	MARCH2017	Contracts/Service Agreements	1,750.00	0.00	1,750.00	<b>\$1,750.00</b>
xxx290927	4/25/17	MOUNTAIN VIEW GARDEN CENTER	88198	Materials - Land Improve	459.61	0.00	459.61	<b>\$919.22</b>

**List of All Claims and Bills Approved for Payment**  
**For Payments Dated 4/23/2017 through 4/29/2017**

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
xxx290928	4/25/17	NAPA AUTO PARTS	88200	Materials - Land Improve	459.61	0.00	459.61	
			268792	Parts, Vehicles & Motor Equip	-39.17	0.00	-39.17	<b>\$2,646.85</b>
			268798	Parts, Vehicles & Motor Equip	-57.76	0.00	-57.76	
			271935	Parts, Vehicles & Motor Equip	15.24	0.00	15.24	
			274888	Parts, Vehicles & Motor Equip	-45.27	0.00	-45.27	
			277028	Parts, Vehicles & Motor Equip	-61.84	0.00	-61.84	
			277342	Parts, Vehicles & Motor Equip	-11.45	0.00	-11.45	
			279882	Parts, Vehicles & Motor Equip	-15.24	0.00	-15.24	
			281309	Parts, Vehicles & Motor Equip	88.49	0.00	88.49	
			281472	Parts, Vehicles & Motor Equip	-88.49	0.00	-88.49	
			285419	Parts, Vehicles & Motor Equip	9.92	0.00	9.92	
			287259	Parts, Vehicles & Motor Equip	-9.92	0.00	-9.92	
			289212	Parts, Vehicles & Motor Equip	33.86	0.00	33.86	
			291134	Misc Equip Maint & Repair - Materials	-6.27	0.00	-6.27	
			291835	Parts, Vehicles & Motor Equip	-33.86	0.00	-33.86	
			292629REV	Parts, Vehicles & Motor Equip	-145.07	0.00	-145.07	
			294546	Parts, Vehicles & Motor Equip	14.70	0.00	14.70	
			296084	Parts, Vehicles & Motor Equip	10.30	0.00	10.30	
			296269	Parts, Vehicles & Motor Equip	145.07	0.00	145.07	
			296389	Parts, Vehicles & Motor Equip	109.31	0.00	109.31	
			296430	Parts, Vehicles & Motor Equip	36.71	0.00	36.71	
			297314	Parts, Vehicles & Motor Equip	45.01	0.00	45.01	
			297476	Parts, Vehicles & Motor Equip	650.87	0.00	650.87	
			297771	Parts, Vehicles & Motor Equip	8.35	0.00	8.35	
			297773	Parts, Vehicles & Motor Equip	8.35	0.00	8.35	
			297806	Parts, Vehicles & Motor Equip	21.33	0.00	21.33	
			298039	Parts, Vehicles & Motor Equip	37.93	0.00	37.93	
			298041	Parts, Vehicles & Motor Equip	96.60	0.00	96.60	
			298073	Parts, Vehicles & Motor Equip	221.16	0.00	221.16	
			298240	Parts, Vehicles & Motor Equip	6.92	0.00	6.92	
			299365	Parts, Vehicles & Motor Equip	121.76	0.00	121.76	

**List of All Claims and Bills Approved for Payment**  
**For Payments Dated 4/23/2017 through 4/29/2017**

**Sorted by Payment Number**

<b>Payment No.</b>	<b>Payment Date</b>	<b>Vendor Name</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Invoice Amount</b>	<b>Discount Taken</b>	<b>Amount Paid</b>	<b>Payment Total</b>
			299459	Parts, Vehicles & Motor Equip	70.46	0.00	70.46	
			299498	Parts, Vehicles & Motor Equip	97.52	0.00	97.52	
			299547	Parts, Vehicles & Motor Equip	-10.32	0.00	-10.32	
			299643	Parts, Vehicles & Motor Equip	11.48	0.00	11.48	
			299709	Parts, Vehicles & Motor Equip	3.15	0.00	3.15	
			299725	Parts, Vehicles & Motor Equip	6.17	0.00	6.17	
			300356	Parts, Vehicles & Motor Equip	8.77	0.00	8.77	
			300582	Parts, Vehicles & Motor Equip	241.69	0.00	241.69	
			300752	Parts, Vehicles & Motor Equip	63.74	0.00	63.74	
			300838	Parts, Vehicles & Motor Equip	20.16	0.00	20.16	
			301128	Parts, Vehicles & Motor Equip	2.92	0.00	2.92	
			301228	Parts, Vehicles & Motor Equip	49.98	0.00	49.98	
			301397	Parts, Vehicles & Motor Equip	137.05	0.00	137.05	
			301405	Parts, Vehicles & Motor Equip	217.56	0.00	217.56	
			302168	Parts, Vehicles & Motor Equip	148.60	0.00	148.60	
			302227	Parts, Vehicles & Motor Equip	113.75	0.00	113.75	
			302239	Parts, Vehicles & Motor Equip	296.63	0.00	296.63	
xxx290933	4/25/17	PACIFIC TELEMAGEMENT SERVICES	600013	Utilities - Telephone	75.00	0.00	75.00	<b>\$75.00</b>
xxx290934	4/25/17	POLLARDWATER.COM	0073483	Miscellaneous Equipment Parts & Supplies	778.99	0.00	778.99	<b>\$778.99</b>
xxx290935	4/25/17	S & L FENCE CO	03740	Construction Services	1,809.23	0.00	1,809.23	<b>\$1,809.23</b>
xxx290936	4/25/17	SAFEWAY INC	729046-041817	Food Products	170.15	0.00	170.15	<b>\$229.82</b>
			729515-041917	Food Products	31.23	0.00	31.23	
			800594-041717	Food Products	13.98	0.00	13.98	
			801462-041917	Food Products	14.46	0.00	14.46	
xxx290937	4/25/17	SENIOR ADULTS LEGAL ASSISTANCE	1617-819720 #1	Outside Group Funding	4,603.51	0.00	4,603.51	<b>\$4,603.51</b>
xxx290938	4/25/17	SMART & FINAL INC	167059-041817	Food Products	99.54	0.00	99.54	<b>\$99.54</b>
xxx290939	4/25/17	STATE WATER RESOURCES CONTROL BOARD	OP#13670 T4	Membership Fees	105.00	0.00	105.00	<b>\$105.00</b>
xxx290940	4/25/17	STOP PROCESSING CENTER	16719	Financial Services	34.22	0.00	34.22	<b>\$34.22</b>
xxx290941	4/25/17	SUNBELT RENTALS INC	67620678-001	Equipment Rental/Lease	754.26	0.00	754.26	<b>\$754.26</b>
xxx290942	4/25/17	SUPERIOR PRESS	3537179	Printing & Related Services	71.23	0.00	71.23	<b>\$71.23</b>
xxx290943	4/25/17	SUPPLYWORKS						<b>\$807.84</b>

**List of All Claims and Bills Approved for Payment**  
**For Payments Dated 4/23/2017 through 4/29/2017**

**Sorted by Payment Number**

<b>Payment No.</b>	<b>Payment Date</b>	<b>Vendor Name</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Invoice Amount</b>	<b>Discount Taken</b>	<b>Amount Paid</b>	<b>Payment Total</b>
			398244707	Inventory Purchase	815.32	7.48	807.84	
xxx290944	4/25/17	SUSTAINABLE SILICON VALLEY	0233	Membership Fees	1,000.00	0.00	1,000.00	<b>\$1,000.00</b>
xxx290945	4/25/17	TERI SHIOZAKI	CK REQ 17-168	DED Services/Training - Books	14.63	0.00	14.63	<b>\$14.63</b>
xxx290946	4/25/17	UNITED SITE SERVICES INC	114-5145538	Equipment Rental/Lease	311.82	0.00	311.82	<b>\$661.19</b>
			114-5160605	Equipment Rental/Lease	349.37	0.00	349.37	
xxx290947	4/25/17	VWR INTERNATIONAL LLC	8048242581	Facilities Equipment	4,156.51	0.00	4,156.51	<b>\$4,156.51</b>
xxx290948	4/25/17	VARIDESK LLC	IVC-2-222491	Supplies, Office 1	6,818.77	0.00	6,818.77	<b>\$6,818.77</b>
xxx290949	4/25/17	VERIZON WIRELESS	9783597342	Utilities - Mobile Phones - City Mobile Phones	237.06	0.00	237.06	<b>\$237.06</b>
xxx290950	4/25/17	WELLS FARGO FINANCIAL LEASING	5003866454	Equipment Rental/Lease	172.10	0.00	172.10	<b>\$172.10</b>
xxx290951	4/25/17	WINSUPPLY OF SILICON VALLEY	672488 00	Materials - Land Improve	417.78	0.00	417.78	<b>\$417.78</b>
xxx290952	4/25/17	VLOUD TECH INC	1200-0	Software Licensing & Support	46,043.84	0.00	46,043.84	<b>\$46,043.84</b>
xxx290953	4/25/17	ACKERLY ENTERTAINMENT	17-0404SPL	General Supplies	500.00	0.00	500.00	<b>\$500.00</b>
xxx290954	4/25/17	ALBERT J SCOTT	MAY 2017	Insurances - Retiree Medical - Retiree Reimbursement	128.13	0.00	128.13	<b>\$128.13</b>
xxx290955	4/25/17	AMOS KU	CK REQ 17-160	DED Services/Training - Books	24.99	0.00	24.99	<b>\$24.99</b>
xxx290956	4/25/17	BAY AREA AIR QUALITY MANAGEMENT DISTRICT	3YL14	Miscellaneous Services	23,330.00	0.00	23,330.00	<b>\$23,330.00</b>
xxx290957	4/25/17	CHARLES S EANEFF JR	MAY 2017	Insurances - Retiree Medical - Retiree Reimbursement	1,068.91	0.00	1,068.91	<b>\$1,068.91</b>
xxx290958	4/25/17	DEAN S RUSSELL	MAY 2017	Insurances - Retiree Medical - Retiree Reimbursement	1,438.62	0.00	1,438.62	<b>\$1,438.62</b>
xxx290959	4/25/17	GAIL SWEGLES	MAY 2017	Insurances - Retiree Medical - Retiree Reimbursement	117.73	0.00	117.73	<b>\$117.73</b>
xxx290960	4/25/17	JULIO MERLAN LOPEZ	338765	Refund Recreation Fees	350.00	0.00	350.00	<b>\$350.00</b>
xxx290961	4/25/17	MARK ROGGE	MAY 2017	Insurances - Retiree Medical - Retiree Reimbursement	228.98	0.00	228.98	<b>\$228.98</b>
xxx290962	4/25/17	NANCY BOLGARD STEWARD	MAY 2017	Insurances - Retiree Medical - Retiree Reimbursement	1,068.91	0.00	1,068.91	<b>\$1,068.91</b>
xxx290963	4/25/17	ROBERT VAN HEUSEN	MAY 2017	Insurances - Retiree Medical - Retiree Reimbursement	651.43	0.00	651.43	<b>\$651.43</b>
xxx290964	4/25/17	IJUMP PARTY RENTALS	9160	Special Events	866.60	0.00	866.60	<b>\$866.60</b>
xxx290965	4/25/17	FLO MAK	346116	Refund Recreation Fees	121.00	0.00	121.00	<b>\$121.00</b>
xxx290966	4/25/17	JANE STURM	346114	Refund Recreation Fees	121.00	0.00	121.00	<b>\$121.00</b>

**List of All Claims and Bills Approved for Payment**  
**For Payments Dated 4/23/2017 through 4/29/2017**

**Sorted by Payment Number**

<b>Payment No.</b>	<b>Payment Date</b>	<b>Vendor Name</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Invoice Amount</b>	<b>Discount Taken</b>	<b>Amount Paid</b>	<b>Payment Total</b>
xxx290967	4/25/17	SANDALWOOD OWNERS ASSOCIATION	345344	Refund Recreation Fees	500.00	0.00	500.00	<b>\$500.00</b>
xxx290968	4/25/17	VASANTA KOTTAPALLI	345347	Refund Recreation Fees	500.00	0.00	500.00	<b>\$500.00</b>
xxx290970	4/27/17	AT&T	000009551861	Utilities - Telephone	13,292.42	0.00	13,292.42	<b>\$13,292.42</b>
xxx290971	4/27/17	AARON'S INDUSTRIAL PUMPING	170415	Facilities Maintenance & Repair Labor	395.00	0.00	395.00	<b>\$395.00</b>
xxx290972	4/27/17	ACUSHNET CO	903918418	Inventory Purchase	1,500.00	27.60	1,472.40	<b>\$2,236.32</b>
			903928045	Inventory Purchase	198.58	3.84	194.74	
			903969490	Inventory Purchase	375.00	7.50	367.50	
			903979448	Inventory Purchase	205.80	4.12	201.68	
xxx290973	4/27/17	AIRGAS USA LLC	9944084582	Equipment Rental/Lease	180.45	0.00	180.45	<b>\$180.45</b>
xxx290974	4/27/17	ALLSTAR FIRE EQUIPMENT INC	197654	Clothing, Uniforms & Access	352.63	0.00	352.63	<b>\$352.63</b>
xxx290975	4/27/17	ALTEC INDUSTRIES INC	50073428	Auto Maint & Repair - Labor	4,104.00	0.00	4,104.00	<b>\$8,417.04</b>
			50073428	Auto Maint & Repair - Materials	4,313.04	0.00	4,313.04	
xxx290976	4/27/17	AMERICAN RED CROSS	22008245	Supplies, First Aid	105.00	0.00	105.00	<b>\$105.00</b>
xxx290977	4/27/17	ANDERSON PACIFIC ENGINEERING	PRMRYTRTON E#09	Construction Services	1,144,587.84	0.00	1,144,587.84	<b>\$1,144,587.84</b>
xxx290979	4/27/17	BAY AREA NEWS GROUP DIGITAL FIRST MEDIA	0005885782	Advertising Services	299.00	0.00	299.00	<b>\$299.00</b>
xxx290980	4/27/17	BAY AREA WATER SUPPLY & CONSERVATION ACY	6506	Membership Fees	225.00	0.00	225.00	<b>\$225.00</b>
xxx290981	4/27/17	BHAVESH SHAH	CK REQ 17-177	DED Services/Training - Books	150.00	0.00	150.00	<b>\$150.00</b>
xxx290982	4/27/17	BUCKLES-SMITH ELECTRIC CO	3023171-01	Miscellaneous Equipment Parts & Supplies	1,608.30	0.00	1,608.30	<b>\$12,968.68</b>
			3024923-00	Electrical Parts & Supplies	1,459.24	0.00	1,459.24	
			3026082-00	Electrical Parts & Supplies	5,344.98	0.00	5,344.98	
			3026082-01	Electrical Parts & Supplies	2,853.01	0.00	2,853.01	
			3027564-00	Electrical Parts & Supplies	-118.57	0.00	-118.57	
			3027889-00	Electrical Parts & Supplies	1,561.32	0.00	1,561.32	
			5100241-00	Electrical Parts & Supplies	260.40	0.00	260.40	
xxx290983	4/27/17	CALTRONICS BUSINESS SYSTEMS	2241703	Equipment Rental/Lease	12,023.53	0.00	12,023.53	<b>\$12,023.53</b>
xxx290984	4/27/17	CLAUDIA G RODRIGUEZ	CK REQ 17-171	DED Services/Training - Books	150.00	0.00	150.00	<b>\$150.00</b>
xxx290985	4/27/17	COLD CRAFT INC	200675	Facilities Maintenance & Repair Labor	3,564.00	0.00	3,564.00	<b>\$3,564.00</b>
xxx290986	4/27/17	D W NICHOLSON CORP	SMRTELCTRCL #04	Construction Services	185,511.91	0.00	185,511.91	<b>\$185,511.91</b>

**List of All Claims and Bills Approved for Payment**

For Payments Dated 4/23/2017 through 4/29/2017

Sorted by Payment Number

<b>Payment No.</b>	<b>Payment Date</b>	<b>Vendor Name</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Invoice Amount</b>	<b>Discount Taken</b>	<b>Amount Paid</b>	<b>Payment Total</b>
xxx290987	4/27/17	DTN ENGINEERS INC	389C.13	Engineering Services	1,696.00	0.00	1,696.00	<b>\$1,696.00</b>
xxx290988	4/27/17	DELL MARKETING LP	10137791865	Computer Hardware	779.66	0.00	779.66	<b>\$3,494.60</b>
			10137791873	Computer Hardware	73.39	0.00	73.39	
			10137791890	Computer Hardware	861.40	0.00	861.40	
			10160214163	Computer Hardware	1,780.15	0.00	1,780.15	
xxx290989	4/27/17	FABRIZZIO ERNESTO IGLESIAS RAMIREZ	COL-S4-1	Rec Instructors/Officials	1,000.00	0.00	1,000.00	<b>\$1,000.00</b>
xxx290990	4/27/17	FITGUARD INC	0000127323	Misc Equip Maint & Repair - Labor	175.00	0.00	175.00	<b>\$1,464.61</b>
			0000127324	Misc Equip Maint & Repair - Materials	87.00	0.00	87.00	
			0000127326	Misc Equip Maint & Repair - Labor	175.00	0.00	175.00	
			0000127326	Misc Equip Maint & Repair - Materials	210.98	0.00	210.98	
			0000127327	Misc Equip Maint & Repair - Labor	175.00	0.00	175.00	
			0000127327	Misc Equip Maint & Repair - Materials	641.63	0.00	641.63	
xxx290991	4/27/17	FOUNDATION FOR CALIFORNIA COMMUNITY	NOVA-1720	DED Services/Training - Training	862.78	0.00	862.78	<b>\$992.20</b>
			NOVA-1720	Professional Services	129.42	0.00	129.42	
xxx290992	4/27/17	GOLDEN GATE MECHANICAL INC	32237	Facilities Maintenance & Repair Labor	1,165.00	0.00	1,165.00	<b>\$13,222.08</b>
			32239	Facilities Maint & Repair - Labor	12,057.08	0.00	12,057.08	
xxx290993	4/27/17	GROUND ZERO ANALYSIS INC	26719	Consultants	770.00	0.00	770.00	<b>\$770.00</b>
xxx290994	4/27/17	HAUTE CUISINE INC	022-2017	Food Products	65.40	0.00	65.40	<b>\$65.40</b>
xxx290995	4/27/17	ICE MACHINE RENTALS	34712	Equipment Rental/Lease	216.41	0.00	216.41	<b>\$949.39</b>
			35269	Miscellaneous Services	150.08	0.00	150.08	
			35326	Equipment Rental/Lease	216.41	0.00	216.41	
			35867	Miscellaneous Services	150.08	0.00	150.08	
			35922	Equipment Rental/Lease	216.41	0.00	216.41	
xxx290997	4/27/17	JAMES SUNDBY	CK REQ 17-169	DED Services/Training - Books	118.98	0.00	118.98	<b>\$118.98</b>
xxx290998	4/27/17	JAYSHREE RAJPARA	CK RQ 17-165	DED Services/Training - Support Services	25.00	0.00	25.00	<b>\$25.00</b>
xxx290999	4/27/17	JULIA SHOTWELL	COL-S4-2	Rec Instructors/Officials	1,000.00	0.00	1,000.00	<b>\$1,000.00</b>
xxx291000	4/27/17	KELLY MOORE PAINT CO INC	820-320766	Construction Services	246.14	0.00	246.14	<b>\$246.14</b>
xxx291001	4/27/17	KELLY PAPER CO	8523385	General Supplies	583.70	0.00	583.70	<b>\$583.70</b>
xxx291002	4/27/17	L N CURTIS & SONS INC	INV77532	Clothing, Uniforms & Access	132.21	0.00	132.21	<b>\$693.66</b>
			INV94417	Inventory Purchase	561.45	0.00	561.45	
xxx291003	4/27/17	LANDCARE USA LLC	52202	Services Maintain Land Improv	485.00	0.00	485.00	<b>\$485.00</b>



**List of All Claims and Bills Approved for Payment**  
**For Payments Dated 4/23/2017 through 4/29/2017**

**Sorted by Payment Number**

<b>Payment No.</b>	<b>Payment Date</b>	<b>Vendor Name</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Invoice Amount</b>	<b>Discount Taken</b>	<b>Amount Paid</b>	<b>Payment Total</b>
xxx291004	4/27/17	LESLIE ZELLERS	2017-15	Consultants	750.00	0.00	750.00	<b>\$750.00</b>
xxx291005	4/27/17	LESLIES POOL SUPPLIES INC	3025-50393	Materials - Land Improve	349.92	0.00	349.92	<b>\$349.92</b>
xxx291006	4/27/17	LEVEL 3 COMMUNICATIONS LLC	53717117	Telecommunication Services	3,622.18	0.00	3,622.18	<b>\$3,622.18</b>
xxx291007	4/27/17	M&M COMMUNICATIONS INC	US0437	Miscellaneous Services	100.00	0.00	100.00	<b>\$700.00</b>
			US0439	Miscellaneous Services	350.00	0.00	350.00	
			US0440	Miscellaneous Services	250.00	0.00	250.00	
xxx291008	4/27/17	MALLORY SAFETY & SUPPLY LLC	4251283	Inventory Purchase	32.96	0.00	32.96	<b>\$175.01</b>
			4251908	Inventory Purchase	142.05	0.00	142.05	
xxx291009	4/27/17	MIALI REYNOSO	COL-S4-4	Rec Instructors/Officials	1,000.00	0.00	1,000.00	<b>\$1,000.00</b>
xxx291010	4/27/17	MICHAEL KUNZ	CK REQ 17-175	DED Services/Training - Books	191.00	0.00	191.00	<b>\$191.00</b>
xxx291011	4/27/17	NEW HORIZONS COMPUTER LEARNING CENTERS	380558	DED Services/Training - Training	5,000.00	0.00	5,000.00	<b>\$10,400.00</b>
			382720	DED Services/Training - Training	5,400.00	0.00	5,400.00	
xxx291012	4/27/17	OCCUPATIONAL TRAINING INSTITUTE	WIA-1345	DED Services/Training - Training	1,204.55	0.00	1,204.55	<b>\$1,204.55</b>
xxx291013	4/27/17	OMEGA ENGRAVING	215757	Miscellaneous Services	14.00	0.00	14.00	<b>\$14.00</b>
xxx291014	4/27/17	OVERDRIVE INC	0910-000233283	Library Periodicals/Databases	16.99	0.00	16.99	<b>\$270.49</b>
			MR-0022422	Library Periodicals/Databases	253.50	0.00	253.50	
xxx291015	4/27/17	P&R PAPER SUPPLY CO INC	30128370-00	Inventory Purchase	1,098.72	0.00	1,098.72	<b>\$1,098.72</b>
xxx291016	4/27/17	PACIFIC ECO-RISK	13165	Water Lab Services	3,045.02	0.00	3,045.02	<b>\$3,045.02</b>
xxx291017	4/27/17	PACIFIC JANITORIAL SUPPLY CO	30041858-1	Inventory Purchase	105.56	0.00	105.56	<b>\$466.57</b>
			30042109	Inventory Purchase	361.01	0.00	361.01	
xxx291018	4/27/17	PENINSULA BATTERY INC	120825	Inventory Purchase	55.59	0.00	55.59	<b>\$55.59</b>
xxx291019	4/27/17	PETULA KWOK	CK REQ 17-172	DED Services/Training - Books	544.00	0.00	544.00	<b>\$544.00</b>
xxx291020	4/27/17	PI-YING TSAI	CK REQ 17-173	DED Services/Training - Books	55.18	0.00	55.18	<b>\$55.18</b>
xxx291021	4/27/17	PLANET FUTSAL	2	Rec Instructors/Officials	2,065.00	0.00	2,065.00	<b>\$2,065.00</b>
xxx291022	4/27/17	POLLARDWATER.COM	0074260	Construction Services	733.46	0.00	733.46	<b>\$733.46</b>
xxx291023	4/27/17	PORTNOV COMPUTER SCHOOL	04-19-17	DED Services/Training - Training	595.00	0.00	595.00	<b>\$595.00</b>
xxx291024	4/27/17	RANKIN STOCK HEABERLIN	34276	Legal Services	6,998.18	0.00	6,998.18	<b>\$8,632.20</b>
			34277	Legal Services	1,634.02	0.00	1,634.02	
xxx291025	4/27/17	RAYVERN LIGHTING SUPPLY CO INC	49702-2	Inventory Purchase	1,149.99	0.00	1,149.99	<b>\$1,149.99</b>
xxx291026	4/27/17	READYREFRESH BY NESTLE	07D0028805083	General Supplies	6.53	0.00	6.53	<b>\$145.00</b>
			17D0023249071	General Supplies	6.53	0.00	6.53	

**List of All Claims and Bills Approved for Payment**  
**For Payments Dated 4/23/2017 through 4/29/2017**

**Sorted by Payment Number**

<b>Payment No.</b>	<b>Payment Date</b>	<b>Vendor Name</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Invoice Amount</b>	<b>Discount Taken</b>	<b>Amount Paid</b>	<b>Payment Total</b>
			17D0023360647	General Supplies	6.53	0.00	6.53	
			17D5727863010	General Supplies	42.91	0.00	42.91	
			17D5736476002	General Supplies	6.53	0.00	6.53	
			17D5740142004	General Supplies	56.38	0.00	56.38	
			17D5740153001	General Supplies	6.53	0.00	6.53	
			17D5740154009	General Supplies	6.53	0.00	6.53	
			17D5740156004	General Supplies	6.53	0.00	6.53	
xxx291028	4/27/17	REDTAIL CONSULTING	SUNN-01-01	Engineering Services	1,495.42	0.00	1,495.42	<b>\$1,495.42</b>
xxx291029	4/27/17	ROGER D HIGDON	2017-15306C	Consultants	538.56	0.00	538.56	<b>\$538.56</b>
xxx291030	4/27/17	SCS FIELD SERVICES INC	0298082	Services Maintain Land Improv	1,395.00	0.00	1,395.00	<b>\$2,693.38</b>
			0298083	Engineering Services	1,298.38	0.00	1,298.38	
xxx291031	4/27/17	SAFEWAY INC	430101-042417	Inventory Purchase	22.51	0.00	22.51	<b>\$269.57</b>
			434821-041917	Food Products	86.51	0.00	86.51	
			435444-042017	Food Products	67.92	0.00	67.92	
			726929-032317	Food Products	28.20	0.00	28.20	
			729483-041917	General Supplies	39.23	0.00	39.23	
			808816-031317	Food Products	25.20	0.00	25.20	
xxx291032	4/27/17	SANTA CLARA VALLEY HEALTH & HOSPITAL SYS	H6078853600	Medical Services	1,483.00	0.00	1,483.00	<b>\$1,483.00</b>
xxx291033	4/27/17	SEAMAN ASSOC	04122017	City Training Program	1,200.00	0.00	1,200.00	<b>\$1,200.00</b>
xxx291034	4/27/17	SHANE M REYNOLDS	SUN-4-4	Rec Instructors/Officials	1,000.00	0.00	1,000.00	<b>\$1,000.00</b>
xxx291035	4/27/17	SHIN SHIN TRAINING CENTER	W20170049	DED Services/Training - Training	4,455.00	0.00	4,455.00	<b>\$4,455.00</b>
			10F2					
xxx291037	4/27/17	SILICON VALLEY POLYTECHNIC INSTITUTE	04072017-428	DED Services/Training - Training	2,700.00	0.00	2,700.00	<b>\$21,330.00</b>
			04072017-429	DED Services/Training - Training	2,700.00	0.00	2,700.00	
			04132017-430	DED Services/Training - Training	2,700.00	0.00	2,700.00	
			04132017-431	DED Services/Training - Training	2,700.00	0.00	2,700.00	
			04132017-432	DED Services/Training - Training	2,700.00	0.00	2,700.00	
			04132017-433	DED Services/Training - Training	2,700.00	0.00	2,700.00	
			04142017-434	DED Services/Training - Training	2,565.00	0.00	2,565.00	
			04142017-435	DED Services/Training - Training	2,565.00	0.00	2,565.00	
xxx291038	4/27/17	SMART & FINAL INC	147705-032417	General Supplies	246.68	0.00	246.68	<b>\$697.13</b>

**List of All Claims and Bills Approved for Payment**  
**For Payments Dated 4/23/2017 through 4/29/2017**

**Sorted by Payment Number**

<b>Payment No.</b>	<b>Payment Date</b>	<b>Vendor Name</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Invoice Amount</b>	<b>Discount Taken</b>	<b>Amount Paid</b>	<b>Payment Total</b>
			151361-032917	Food Products	27.90	0.00	27.90	
			151361-032917	General Supplies	28.17	0.00	28.17	
			162026-041117	General Supplies	47.38	0.00	47.38	
			167592-041917	Food Products	347.00	0.00	347.00	
xxx291039	4/27/17	SRIXON GOLF	5101312 SO	Inventory Purchase	702.00	0.00	702.00	<b>\$955.80</b>
			5119388 SO	Inventory Purchase	253.80	0.00	253.80	
xxx291040	4/27/17	STATE WATER RESOURCES CONTROL BOARD	LW-1010876	Taxes & Licenses - Misc	59,183.50	0.00	59,183.50	<b>\$59,183.50</b>
xxx291041	4/27/17	STEPHEN SIEGEL	CK REQ 17-164	DED Services/Training - Books	48.77	0.00	48.77	<b>\$48.77</b>
xxx291042	4/27/17	STUART STRONG	CK REQ 17-176	DED Services/Training - Books	175.56	0.00	175.56	<b>\$175.56</b>
xxx291043	4/27/17	STUDIO EM GRAPHIC DESIGN	16559	Advertising Services	81.75	0.00	81.75	<b>\$81.75</b>
xxx291044	4/27/17	SUPPLYWORKS	398371641	Inventory Purchase	195.81	1.80	194.01	<b>\$194.01</b>
xxx291045	4/27/17	SUZAN KAHRAMAN	CK REQ 17-170	DED Services/Training - Books	38.14	0.00	38.14	<b>\$38.14</b>
xxx291046	4/27/17	TACIA DOMROSE	16030021	DED Services/Training - Books	7.46	0.00	7.46	<b>\$7.46</b>
xxx291047	4/27/17	TALON ECOLOGICAL RESEARCH GROUP	SUNNYVALE0007	Services Maintain Land Improv	525.00	0.00	525.00	<b>\$525.00</b>
xxx291048	4/27/17	TELSTAR INSTRUMENTS INC	89588	Miscellaneous Equipment Parts & Supplies	458.27	0.00	458.27	<b>\$458.27</b>
xxx291049	4/27/17	THOMAS PLUMBING INC	93883	Facilities Maint & Repair - Labor	737.50	0.00	737.50	<b>\$7,131.82</b>
			93883	Facilities Maint & Repair - Materials	430.00	0.00	430.00	
			93914	Facilities Maint & Repair - Labor	3,584.25	0.00	3,584.25	
			93914	Facilities Maint & Repair - Materials	1,224.27	0.00	1,224.27	
			93962	Facilities Maint & Repair - Materials	981.00	0.00	981.00	
			94007	Facilities Maint & Repair - Labor	118.00	0.00	118.00	
			94007	Facilities Maint & Repair - Materials	56.80	0.00	56.80	
xxx291050	4/27/17	TIM KOKOTOVICH	COL-S4-3	Rec Instructors/Officials	1,000.00	0.00	1,000.00	<b>\$1,000.00</b>
xxx291051	4/27/17	TINT OF CLASS	173291	Facilities Maintenance & Repair Labor	125.00	0.00	125.00	<b>\$125.00</b>
xxx291052	4/27/17	TRACI OBERMAN	SUN-4-3	Rec Instructors/Officials	1,000.00	0.00	1,000.00	<b>\$1,000.00</b>
xxx291053	4/27/17	TRENDTEC INC	265560	Salaries - Contract Personnel	1,548.02	0.00	1,548.02	<b>\$1,548.02</b>
xxx291054	4/27/17	UC REGENTS	993954-172	DED Services/Training - Training	4,108.50	0.00	4,108.50	<b>\$4,108.50</b>
xxx291055	4/27/17	USA BLUEBOOK	209023	Miscellaneous Equipment Parts & Supplies	3,452.57	0.00	3,452.57	<b>\$3,452.57</b>
xxx291056	4/27/17	USDA-APHIS GENERAL	3002321183	Services Maintain Land Improv	1,925.88	0.00	1,925.88	<b>\$1,925.88</b>
xxx291057	4/27/17	UNITED PARCEL SERVICE	0000966608097	Mailing & Delivery Services	798.91	0.00	798.91	<b>\$798.91</b>

**List of All Claims and Bills Approved for Payment**  
**For Payments Dated 4/23/2017 through 4/29/2017**

**Sorted by Payment Number**

<b>Payment No.</b>	<b>Payment Date</b>	<b>Vendor Name</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Invoice Amount</b>	<b>Discount Taken</b>	<b>Amount Paid</b>	<b>Payment Total</b>
xxx291058	4/27/17	UNITED SITE SERVICES INC	114-5189815	Facilities Maintenance & Repair Labor	247.75	0.00	247.75	<b>\$247.75</b>
xxx291059	4/27/17	UNIVERSITY OF CALIFORNIA SANTA CRUZ	57337	DED Services/Training - Training	332.00	0.00	332.00	<b>\$66,242.02</b>
			57526	DED Services/Training - Training	4,729.50	0.00	4,729.50	
			57578	DED Services/Training - Training	3,568.50	0.00	3,568.50	
			57580	DED Services/Training - Training	5,274.00	0.00	5,274.00	
			57593	DED Services/Training - Training	5,211.00	0.00	5,211.00	
			57595	DED Services/Training - Training	4,828.50	0.00	4,828.50	
			57597	DED Services/Training - Training	5,049.00	0.00	5,049.00	
			57599	DED Services/Training - Training	3,568.50	0.00	3,568.50	
			57602	DED Services/Training - Training	5,188.50	0.00	5,188.50	
			57606	DED Services/Training - Training	2,352.02	0.00	2,352.02	
			57608	DED Services/Training - Training	5,319.00	0.00	5,319.00	
			57610	DED Services/Training - Training	5,400.00	0.00	5,400.00	
			57618	DED Services/Training - Training	5,400.00	0.00	5,400.00	
			57622	DED Services/Training - Training	5,085.00	0.00	5,085.00	
			57624	DED Services/Training - Training	4,936.50	0.00	4,936.50	
xxx291061	4/27/17	VWR INTERNATIONAL LLC	8048164225	General Supplies	36.53	0.00	36.53	<b>\$368.52</b>
			8048168803	General Supplies	54.70	0.00	54.70	
			8048222642	General Supplies	198.29	0.00	198.29	
			8048252489	General Supplies	79.00	0.00	79.00	
xxx291062	4/27/17	VALLEY CONCRETE	15-3052	Water Meter Boxes, Vaults, and Lids	4,396.00	0.00	4,396.00	<b>\$4,396.00</b>
xxx291063	4/27/17	VAN DERMYDEN MADDUX LAW CORP	6504	Legal Services	9,638.00	0.00	9,638.00	<b>\$9,638.00</b>
xxx291064	4/27/17	VANESSA LOPEZ	CK REQ 17-17	DED Services/Training - Support Services	113.36	0.00	113.36	<b>\$161.30</b>
			CK REQ 17-174	DED Services/Training - Support Services	47.94	0.00	47.94	
xxx291065	4/27/17	W G FRITZ CONSTRUCTION INC	3759	Facilities Maintenance & Repair Labor	2,375.00	0.00	2,375.00	<b>\$2,375.00</b>
xxx291066	4/27/17	WECK LABORATORIES INC	W7D0760	Water Lab Services	340.01	0.00	340.01	<b>\$443.03</b>
			W7D0761	Water Lab Services	103.02	0.00	103.02	
xxx291067	4/27/17	WENTAO SHU	CK REQ 17-163	DED Services/Training - Books	105.53	0.00	105.53	<b>\$105.53</b>
xxx291068	4/27/17	XIUHUI SUN	SUN-4-2	Rec Instructors/Officials	1,000.00	0.00	1,000.00	<b>\$1,000.00</b>
xxx291069	4/27/17	WAITER.COM INC	H0411916123	Food Products	156.49	0.00	156.49	<b>\$156.49</b>

**List of All Claims and Bills Approved for Payment**  
**For Payments Dated 4/23/2017 through 4/29/2017**

**Sorted by Payment Number**

<b>Payment No.</b>	<b>Payment Date</b>	<b>Vendor Name</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Invoice Amount</b>	<b>Discount Taken</b>	<b>Amount Paid</b>	<b>Payment Total</b>
xxx291070	4/27/17	CONTRA COSTA CTY OFC OF THE SHERIFF	06/07-09/2017	Training and Conferences	248.00	0.00	248.00	<b>\$248.00</b>
xxx291071	4/27/17	G&K SERVICES	1083877441	Laundry & Cleaning Services	18.70	0.00	18.70	<b>\$8,742.62</b>
			1083877442	Laundry & Cleaning Services	6.51	0.00	6.51	
			1083877443	Laundry & Cleaning Services	39.99	0.00	39.99	
			1083877444	Laundry & Cleaning Services	10.62	0.00	10.62	
			1083877445	Laundry & Cleaning Services	65.36	0.00	65.36	
			1083877446	Laundry & Cleaning Services	69.52	0.00	69.52	
			1083877447	Laundry & Cleaning Services	171.42	0.00	171.42	
			1083877448	Laundry & Cleaning Services	304.88	0.00	304.88	
			1083877449	Laundry & Cleaning Services	155.86	0.00	155.86	
			1083877450	Laundry & Cleaning Services	20.42	0.00	20.42	
			1083877451	Laundry & Cleaning Services	17.70	0.00	17.70	
			1083877452	Laundry & Cleaning Services	163.44	0.00	163.44	
			1083877453	Laundry & Cleaning Services	11.48	0.00	11.48	
			1083877454	Laundry & Cleaning Services	2.70	0.00	2.70	
			1083877455	Laundry & Cleaning Services	102.75	0.00	102.75	
			1083877456	Laundry & Cleaning Services	214.62	0.00	214.62	
			1083877457	Laundry & Cleaning Services	20.42	0.00	20.42	
			1083877458	Laundry & Cleaning Services	53.09	0.00	53.09	
			1083877459	Laundry & Cleaning Services	17.70	0.00	17.70	
			1083877460	Laundry & Cleaning Services	41.17	0.00	41.17	
			1083877461	Laundry & Cleaning Services	43.98	0.00	43.98	
			1083877462	Laundry & Cleaning Services	20.24	0.00	20.24	
			1083877463	Laundry & Cleaning Services	38.58	0.00	38.58	
			1083877464	Laundry & Cleaning Services	51.79	0.00	51.79	
			1083877468	Laundry & Cleaning Services	17.70	0.00	17.70	
			1083877469	Laundry & Cleaning Services	17.70	0.00	17.70	
			1083880133	Laundry & Cleaning Services	18.70	0.00	18.70	
			1083880134	Laundry & Cleaning Services	6.51	0.00	6.51	
			1083880135	Laundry & Cleaning Services	39.99	0.00	39.99	

**List of All Claims and Bills Approved for Payment**  
**For Payments Dated 4/23/2017 through 4/29/2017**

**Sorted by Payment Number**

<b>Payment No.</b>	<b>Payment Date</b>	<b>Vendor Name</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Invoice Amount</b>	<b>Discount Taken</b>	<b>Amount Paid</b>	<b>Payment Total</b>
			1083880136	Laundry & Cleaning Services	10.62	0.00	10.62	
			1083880137	Laundry & Cleaning Services	65.36	0.00	65.36	
			1083880138	Laundry & Cleaning Services	69.52	0.00	69.52	
			1083880139	Laundry & Cleaning Services	171.42	0.00	171.42	
			1083880140	Laundry & Cleaning Services	304.88	0.00	304.88	
			1083880141	Laundry & Cleaning Services	155.86	0.00	155.86	
			1083880142	Laundry & Cleaning Services	20.42	0.00	20.42	
			1083880143	Laundry & Cleaning Services	17.70	0.00	17.70	
			1083880144	Laundry & Cleaning Services	164.36	0.00	164.36	
			1083880145	Laundry & Cleaning Services	10.64	0.00	10.64	
			1083880146	Laundry & Cleaning Services	2.70	0.00	2.70	
			1083880147	Laundry & Cleaning Services	102.75	0.00	102.75	
			1083880148	Laundry & Cleaning Services	214.62	0.00	214.62	
			1083880149	Laundry & Cleaning Services	20.42	0.00	20.42	
			1083880150	Laundry & Cleaning Services	17.70	0.00	17.70	
			1083880151	Laundry & Cleaning Services	43.98	0.00	43.98	
			1083880154	Laundry & Cleaning Services	17.70	0.00	17.70	
			1083880155	Laundry & Cleaning Services	8.12	0.00	8.12	
			1083880156	Laundry & Cleaning Services	13.87	0.00	13.87	
			1083880157	Laundry & Cleaning Services	44.85	0.00	44.85	
			1083880158	Laundry & Cleaning Services	21.35	0.00	21.35	
			1083880159	Laundry & Cleaning Services	19.95	0.00	19.95	
			1083880160	Laundry & Cleaning Services	17.70	0.00	17.70	
			1083882854	Laundry & Cleaning Services	18.70	0.00	18.70	
			1083882855	Laundry & Cleaning Services	6.51	0.00	6.51	
			1083882856	Laundry & Cleaning Services	39.99	0.00	39.99	
			1083882857	Laundry & Cleaning Services	10.62	0.00	10.62	
			1083882858	Laundry & Cleaning Services	65.36	0.00	65.36	
			1083882859	Laundry & Cleaning Services	74.92	0.00	74.92	
			1083882860	Laundry & Cleaning Services	280.66	0.00	280.66	
			1083882861	Laundry & Cleaning Services	316.38	0.00	316.38	

**List of All Claims and Bills Approved for Payment**  
**For Payments Dated 4/23/2017 through 4/29/2017**

**Sorted by Payment Number**

<b>Payment No.</b>	<b>Payment Date</b>	<b>Vendor Name</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Invoice Amount</b>	<b>Discount Taken</b>	<b>Amount Paid</b>	<b>Payment Total</b>
			1083882862	Laundry & Cleaning Services	155.86	0.00	155.86	
			1083882863	Laundry & Cleaning Services	20.42	0.00	20.42	
			1083882864	Laundry & Cleaning Services	17.70	0.00	17.70	
			1083882865	Laundry & Cleaning Services	164.36	0.00	164.36	
			1083882866	Laundry & Cleaning Services	11.48	0.00	11.48	
			1083882867	Laundry & Cleaning Services	2.70	0.00	2.70	
			1083882868	Laundry & Cleaning Services	102.75	0.00	102.75	
			1083882869	Laundry & Cleaning Services	214.62	0.00	214.62	
			1083882870	Laundry & Cleaning Services	20.42	0.00	20.42	
			1083882871	Laundry & Cleaning Services	53.09	0.00	53.09	
			1083882872	Laundry & Cleaning Services	17.70	0.00	17.70	
			1083882873	Laundry & Cleaning Services	41.17	0.00	41.17	
			1083882874	Laundry & Cleaning Services	43.98	0.00	43.98	
			1083882875	Laundry & Cleaning Services	20.24	0.00	20.24	
			1083882876	Laundry & Cleaning Services	38.58	0.00	38.58	
			1083882877	Laundry & Cleaning Services	51.79	0.00	51.79	
			1083882880	Laundry & Cleaning Services	17.70	0.00	17.70	
			1083882881	Laundry & Cleaning Services	17.70	0.00	17.70	
			1083885532	Laundry & Cleaning Services	18.70	0.00	18.70	
			1083885533	Laundry & Cleaning Services	6.51	0.00	6.51	
			1083885534	Laundry & Cleaning Services	39.99	0.00	39.99	
			1083885535	Laundry & Cleaning Services	10.62	0.00	10.62	
			1083885536	Laundry & Cleaning Services	65.36	0.00	65.36	
			1083885537	Laundry & Cleaning Services	74.92	0.00	74.92	
			1083885538	Laundry & Cleaning Services	171.42	0.00	171.42	
			1083885539	Laundry & Cleaning Services	316.38	0.00	316.38	
			1083885540	Laundry & Cleaning Services	210.48	0.00	210.48	
			1083885541	Laundry & Cleaning Services	20.42	0.00	20.42	
			1083885542	Laundry & Cleaning Services	17.70	0.00	17.70	
			1083885543	Laundry & Cleaning Services	191.50	0.00	191.50	
			1083885544	Laundry & Cleaning Services	11.48	0.00	11.48	

**List of All Claims and Bills Approved for Payment**  
**For Payments Dated 4/23/2017 through 4/29/2017**

**Sorted by Payment Number**

<b>Payment No.</b>	<b>Payment Date</b>	<b>Vendor Name</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Invoice Amount</b>	<b>Discount Taken</b>	<b>Amount Paid</b>	<b>Payment Total</b>
			1083885545	Laundry & Cleaning Services	2.70	0.00	2.70	
			1083885546	Laundry & Cleaning Services	102.75	0.00	102.75	
			1083885547	Laundry & Cleaning Services	214.62	0.00	214.62	
			1083885548	Laundry & Cleaning Services	20.42	0.00	20.42	
			1083885549	Laundry & Cleaning Services	17.70	0.00	17.70	
			1083885550	Laundry & Cleaning Services	43.98	0.00	43.98	
			1083885553	Laundry & Cleaning Services	17.70	0.00	17.70	
			1083885554	Laundry & Cleaning Services	8.12	0.00	8.12	
			1083885555	Laundry & Cleaning Services	13.87	0.00	13.87	
			1083885556	Laundry & Cleaning Services	44.85	0.00	44.85	
			1083885557	Laundry & Cleaning Services	21.35	0.00	21.35	
			1083885558	Laundry & Cleaning Services	19.95	0.00	19.95	
			1083885559	Laundry & Cleaning Services	17.70	0.00	17.70	
			1083888249	Laundry & Cleaning Services	18.70	0.00	18.70	
			1083888250	Laundry & Cleaning Services	6.51	0.00	6.51	
			1083888251	Laundry & Cleaning Services	39.06	0.00	39.06	
			1083888252	Laundry & Cleaning Services	10.62	0.00	10.62	
			1083888253	Laundry & Cleaning Services	65.36	0.00	65.36	
			1083888254	Laundry & Cleaning Services	74.92	0.00	74.92	
			1083888255	Laundry & Cleaning Services	224.68	0.00	224.68	
			1083888256	Laundry & Cleaning Services	452.93	0.00	452.93	
			1083888257	Laundry & Cleaning Services	155.86	0.00	155.86	
			1083888258	Laundry & Cleaning Services	20.42	0.00	20.42	
			1083888259	Laundry & Cleaning Services	164.36	0.00	164.36	
			1083888260	Laundry & Cleaning Services	12.32	0.00	12.32	
			1083888261	Laundry & Cleaning Services	2.70	0.00	2.70	
			1083888262	Laundry & Cleaning Services	102.75	0.00	102.75	
			1083888263	Laundry & Cleaning Services	214.62	0.00	214.62	
			1083888264	Laundry & Cleaning Services	20.42	0.00	20.42	
			1083888265	Laundry & Cleaning Services	53.09	0.00	53.09	
			1083888266	Laundry & Cleaning Services	17.70	0.00	17.70	



**List of All Claims and Bills Approved for Payment**  
**For Payments Dated 4/23/2017 through 4/29/2017**

**Sorted by Payment Number**

<b>Payment No.</b>	<b>Payment Date</b>	<b>Vendor Name</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Invoice Amount</b>	<b>Discount Taken</b>	<b>Amount Paid</b>	<b>Payment Total</b>
xxx291083	4/27/17	GRAINGER	1083888267	Laundry & Cleaning Services	41.17	0.00	41.17	<b>\$14,677.72</b>
			1083888268	Laundry & Cleaning Services	43.98	0.00	43.98	
			1083888269	Laundry & Cleaning Services	20.24	0.00	20.24	
			1083888270	Laundry & Cleaning Services	48.70	0.00	48.70	
			1083888271	Laundry & Cleaning Services	51.79	0.00	51.79	
			1083888274	Laundry & Cleaning Services	17.70	0.00	17.70	
			1083888275	Laundry & Cleaning Services	17.70	0.00	17.70	
			1083888276	Laundry & Cleaning Services	17.70	0.00	17.70	
			9374670900	Parts, Vehicles & Motor Equip	61.88	0.00	61.88	
			9374941152	Electrical Parts & Supplies	171.30	0.00	171.30	
			9374941160	Miscellaneous Equipment Parts & Supplies	63.05	0.00	63.05	
			9375044014	Electrical Parts & Supplies	181.91	0.00	181.91	
			9376645587	Bldg Maint Matls & Supplies	216.87	0.00	216.87	
			9376645595	Bldg Maint Matls & Supplies	96.54	0.00	96.54	
			9376645603	Bldg Maint Matls & Supplies	121.10	0.00	121.10	
			9377089876	Bldg Maint Matls & Supplies	83.63	0.00	83.63	
			9377179628	Bldg Maint Matls & Supplies	74.60	0.00	74.60	
			9377199758	Electrical Parts & Supplies	325.54	0.00	325.54	
			9377199766	Hand Tools	48.98	0.00	48.98	
			9378190764	Bldg Maint Matls & Supplies	40.27	0.00	40.27	
			9378706197	Bldg Maint Matls & Supplies	127.63	0.00	127.63	
			9379379408	Miscellaneous Equipment Parts & Supplies	11.03	0.00	11.03	
			9379379416	Hand Tools	166.24	0.00	166.24	
			9379912455	Hand Tools	11.11	0.00	11.11	
			9381876011	Hand Tools	15.24	0.00	15.24	
			9383311678	Miscellaneous Equipment Parts & Supplies	60.74	0.00	60.74	
			9387637425	Electrical Parts & Supplies	141.31	0.00	141.31	
			9388897663	Electrical Parts & Supplies	649.89	0.00	649.89	
			9389091019	Materials - Land Improve	7,289.46	0.00	7,289.46	
			9389840506	Hand Tools	45.06	0.00	45.06	
			9389840514	Hand Tools	118.37	0.00	118.37	

**List of All Claims and Bills Approved for Payment**  
**For Payments Dated 4/23/2017 through 4/29/2017**

**Sorted by Payment Number**

<b>Payment No.</b>	<b>Payment Date</b>	<b>Vendor Name</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Invoice Amount</b>	<b>Discount Taken</b>	<b>Amount Paid</b>	<b>Payment Total</b>
			9389840522	Supplies, Safety	121.18	0.00	121.18	
			9389840530	Hand Tools	57.82	0.00	57.82	
			9389840548	Hand Tools	97.96	0.00	97.96	
			9389840555	Hand Tools	7.27	0.00	7.27	
			9389840563	Chemicals	39.72	0.00	39.72	
			9390065879	Supplies, Safety	294.70	0.00	294.70	
			9390065887	Miscellaneous Equipment Parts & Supplies	56.98	0.00	56.98	
			9390576420	Hand Tools	78.14	0.00	78.14	
			9390576438	Hand Tools	21.56	0.00	21.56	
			9391751592	Hand Tools	198.06	0.00	198.06	
			9391751600	Miscellaneous Equipment Parts & Supplies	302.22	0.00	302.22	
			9392096484	Supplies, Safety	52.99	0.00	52.99	
			9392427036	Miscellaneous Equipment Parts & Supplies	29.73	0.00	29.73	
			9392568367	Electrical Parts & Supplies	13.65	0.00	13.65	
			9392568375	Electrical Parts & Supplies	30.88	0.00	30.88	
			9393043584	Miscellaneous Equipment Parts & Supplies	30.65	0.00	30.65	
			9393043592	Miscellaneous Equipment Parts & Supplies	44.46	0.00	44.46	
			9393220257	Bldg Maint Matls & Supplies	10.86	0.00	10.86	
			9393665196	Parts, Vehicles & Motor Equip	15.37	0.00	15.37	
			9394216767	Bldg Maint Matls & Supplies	78.50	0.00	78.50	
			9394232079	Electrical Parts & Supplies	882.24	0.00	882.24	
			9394232087	Electrical Parts & Supplies	158.89	0.00	158.89	
			9394232095	Electrical Parts & Supplies	158.89	0.00	158.89	
			9394486600	Electrical Parts & Supplies	157.59	0.00	157.59	
			9394486618	Bldg Maint Matls & Supplies	79.33	0.00	79.33	
			9394842398	Bldg Maint Matls & Supplies	105.68	0.00	105.68	
			9394842406	Bldg Maint Matls & Supplies	129.63	0.00	129.63	
			9396005101	Supplies, Safety	290.15	0.00	290.15	
			9396523293	Supplies, Safety	455.80	0.00	455.80	
			9396523301	Miscellaneous Equipment Parts & Supplies	34.55	0.00	34.55	
			9396536899	Supplies, Safety	307.28	0.00	307.28	

**List of All Claims and Bills Approved for Payment**  
**For Payments Dated 4/23/2017 through 4/29/2017**

**Sorted by Payment Number**

<b>Payment No.</b>	<b>Payment Date</b>	<b>Vendor Name</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Invoice Amount</b>	<b>Discount Taken</b>	<b>Amount Paid</b>	<b>Payment Total</b>
			9397045726	Electrical Parts & Supplies	15.07	0.00	15.07	
			9399271163	Clothing, Uniforms & Access	38.11	0.00	38.11	
			9400189859	Bldg Maint Matls & Supplies	54.98	0.00	54.98	
			9400209418	Construction Services	67.40	0.00	67.40	
			9400561743	Hand Tools	18.86	0.00	18.86	
			9400669256	Hand Tools	119.26	0.00	119.26	
			9401473062	Water/Wastewater Treat Equip	-807.77	0.00	-807.77	
			9401812780	Bldg Maint Matls & Supplies	310.15	0.00	310.15	
			9402275995	Chemicals	83.33	0.00	83.33	
			9402689799	Supplies, Safety	148.43	0.00	148.43	
			9402689807	Electrical Parts & Supplies	81.79	0.00	81.79	
			9402812490	Parts, Vehicles & Motor Equip	20.61	0.00	20.61	
			9403130769	Bldg Maint Matls & Supplies	63.02	0.00	63.02	
xxx291089	4/27/17	OFFICE DEPOT INC	916346345001	Supplies, Office 1	298.02	0.00	298.02	<b>\$14,295.22</b>
			916836599001	Supplies, Office 1	12.25	0.00	12.25	
			917164607001	Supplies, Office 1	151.89	0.00	151.89	
			917551496001	Supplies, Office 1	85.45	0.00	85.45	
			917711553001	Inventory Purchase	3,027.55	0.00	3,027.55	
			917757424001	Supplies, Office 1	133.24	0.00	133.24	
			917799293001	Supplies, Office 1	411.68	0.00	411.68	
			917799443001	Supplies, Office 1	142.60	0.00	142.60	
			918015132001	Supplies, Office 1	399.55	0.00	399.55	
			918015147001	Supplies, Office 1	94.00	0.00	94.00	
			918066907001	Supplies, Office 1	48.25	0.00	48.25	
			918093732001	Supplies, Office 1	360.03	0.00	360.03	
			918118281001	Supplies, Office 1	49.26	0.00	49.26	
			918118880001	Supplies, Office 1	20.25	0.00	20.25	
			918124697001	Supplies, Office 1	66.18	0.00	66.18	
			918214458001	Supplies, Office 1	148.00	0.00	148.00	
			918224539001	Supplies, Office 1	56.66	0.00	56.66	
			918260130001	Supplies, Office 1	168.22	0.00	168.22	

**List of All Claims and Bills Approved for Payment**  
**For Payments Dated 4/23/2017 through 4/29/2017**

**Sorted by Payment Number**

<b>Payment No.</b>	<b>Payment Date</b>	<b>Vendor Name</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Invoice Amount</b>	<b>Discount Taken</b>	<b>Amount Paid</b>	<b>Payment Total</b>
			918412296001	Supplies, Office 1	233.38	0.00	233.38	
			918412915001	Supplies, Office 1	168.21	0.00	168.21	
			918422140001	Supplies, Office 1	382.80	0.00	382.80	
			918480830001	Supplies, Office 1	129.90	0.00	129.90	
			918481211001	Supplies, Office 1	67.07	0.00	67.07	
			918735029001	Supplies, Office 1	224.99	0.00	224.99	
			918737858001	Supplies, Office 1	58.10	0.00	58.10	
			918740891001	Supplies, Office 1	120.75	0.00	120.75	
			918742555001	Supplies, Office 1	111.03	0.00	111.03	
			918835295001	Supplies, Office 1	29.83	0.00	29.83	
			918841486001	Supplies, Office 1	43.36	0.00	43.36	
			918913872001	Supplies, Office 1	57.28	0.00	57.28	
			918913996001	Supplies, Office 1	13.90	0.00	13.90	
			918922611001	Supplies, Office 1	942.15	0.00	942.15	
			919085545001	Supplies, Office 1	383.34	0.00	383.34	
			919099041001	Supplies, Office 1	55.84	0.00	55.84	
			919114950001	Supplies, Office 1	558.34	0.00	558.34	
			919183506001	Supplies, Office 1	215.15	0.00	215.15	
			919183506002	Supplies, Office 1	107.57	0.00	107.57	
			919199599001	Supplies, Office 1	211.73	0.00	211.73	
			919203389001	Supplies, Office 1	64.86	0.00	64.86	
			919216267001	Supplies, Office 1	13.29	0.00	13.29	
			919229367001	Supplies, Office 1	32.04	0.00	32.04	
			919229466001	Supplies, Office 1	20.95	0.00	20.95	
			919229467001	Supplies, Office 1	6.53	0.00	6.53	
			919230622001	Supplies, Office 1	17.92	0.00	17.92	
			919596880001	Supplies, Office 1	82.50	0.00	82.50	
			919597747001	Supplies, Office 1	24.53	0.00	24.53	
			919854046001	Supplies, Office 1	37.74	0.00	37.74	
			919898709001	Supplies, Office 1	20.71	0.00	20.71	
			919900471001	Supplies, Office 1	52.04	0.00	52.04	

**List of All Claims and Bills Approved for Payment**  
**For Payments Dated 4/23/2017 through 4/29/2017**

**Sorted by Payment Number**

<b>Payment No.</b>	<b>Payment Date</b>	<b>Vendor Name</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Invoice Amount</b>	<b>Discount Taken</b>	<b>Amount Paid</b>	<b>Payment Total</b>
			920024400001	Supplies, Office 1	472.49	0.00	472.49	
			920037776001	Supplies, Office 1	328.33	0.00	328.33	
			920391805001	Supplies, Office 1	159.83	0.00	159.83	
			920426483001	Supplies, Office 1	278.07	0.00	278.07	
			920428667001	Supplies, Office 1	139.26	0.00	139.26	
			920638217001	Supplies, Office 1	454.65	0.00	454.65	
			920701450001	Supplies, Office 1	-115.06	0.00	-115.06	
			920724386001	Supplies, Office 1	136.80	0.00	136.80	
			920737623001	Supplies, Office 1	196.29	0.00	196.29	
			920738930001	Supplies, Office 1	161.64	0.00	161.64	
			920740511001	Supplies, Office 1	69.11	0.00	69.11	
			920793094001	Supplies, Office 1	71.62	0.00	71.62	
			920807749001	Supplies, Office 1	82.93	0.00	82.93	
			920807818001	Supplies, Office 1	66.70	0.00	66.70	
			920827365001	Supplies, Office 1	154.76	0.00	154.76	
			920870227001	Supplies, Office 1	9.57	0.00	9.57	
			920877174001	Supplies, Office 1	1,183.45	0.00	1,183.45	
			920889729001	Supplies, Office 1	25.26	0.00	25.26	
			920903669001	Supplies, Office 1	61.72	0.00	61.72	
			921007136001	Supplies, Office 1	196.89	0.00	196.89	
xxx291095	4/27/17	PSOA	04292017	Council Travel Expenses - Seat #5	60.00	0.00	60.00	<b>\$60.00</b>
xxx291096	4/27/17	PACIFIC GAS & ELECTRIC CO	06075133000317	Utilities - Electric	11.00	0.00	11.00	<b>\$9,345.71</b>
			11059228290317	Utilities - Electric	84.48	0.00	84.48	
			11059229930317	Utilities - Electric	89.65	0.00	89.65	
			14823837850317	Utilities - Electric	49.69	0.00	49.69	
			18068041900317	Utilities - Electric	108.15	0.00	108.15	
			19867842520317	Utilities - Electric	44.55	0.00	44.55	
			35642590100317	Utilities - Electric	71.90	0.00	71.90	
			35642590150317	Utilities - Electric	57.35	0.00	57.35	
			35642590200317	Utilities - Electric	59.00	0.00	59.00	
			35642590250317	Utilities - Electric	89.72	0.00	89.72	

**List of All Claims and Bills Approved for Payment**  
**For Payments Dated 4/23/2017 through 4/29/2017**

**Sorted by Payment Number**

<b>Payment No.</b>	<b>Payment Date</b>	<b>Vendor Name</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Invoice Amount</b>	<b>Discount Taken</b>	<b>Amount Paid</b>	<b>Payment Total</b>
			35642590300317	Utilities - Electric	106.18	0.00	106.18	
			35642590350317	Utilities - Electric	77.76	0.00	77.76	
			35642590400317	Utilities - Electric	116.08	0.00	116.08	
			35642590450317	Utilities - Electric	75.37	0.00	75.37	
			35642590500317	Utilities - Electric	62.84	0.00	62.84	
			35642590650317	Utilities - Electric	68.75	0.00	68.75	
			35642590700317	Utilities - Electric	83.46	0.00	83.46	
			35642590750317	Utilities - Electric	104.70	0.00	104.70	
			35642590800317	Utilities - Electric	92.73	0.00	92.73	
			35642590850317	Utilities - Electric	54.73	0.00	54.73	
			35642590950317	Utilities - Electric	26.14	0.00	26.14	
			35642591000317	Utilities - Electric	129.27	0.00	129.27	
			35642591050317	Utilities - Electric	61.53	0.00	61.53	
			35642591100317	Utilities - Electric	58.45	0.00	58.45	
			35642591150317	Utilities - Electric	74.14	0.00	74.14	
			35642591250317	Utilities - Electric	91.33	0.00	91.33	
			35642591300317	Utilities - Electric	41.65	0.00	41.65	
			35642591350317	Utilities - Electric	106.82	0.00	106.82	
			35642591400317	Utilities - Electric	72.11	0.00	72.11	
			35642591450317	Utilities - Electric	54.57	0.00	54.57	
			35642591500317	Utilities - Electric	44.61	0.00	44.61	
			35642591550317	Utilities - Electric	49.22	0.00	49.22	
			35642591600317	Utilities - Electric	63.87	0.00	63.87	
			35642591650317	Utilities - Electric	86.70	0.00	86.70	
			35642591700317	Utilities - Electric	76.17	0.00	76.17	
			35642591750317	Utilities - Electric	69.34	0.00	69.34	
			35642591800317	Utilities - Electric	51.26	0.00	51.26	
			35642591850317	Utilities - Electric	59.56	0.00	59.56	
			35642591900317	Utilities - Electric	51.44	0.00	51.44	
			35642591950317	Utilities - Electric	84.05	0.00	84.05	
			35642592000317	Utilities - Electric	96.94	0.00	96.94	

**List of All Claims and Bills Approved for Payment**  
**For Payments Dated 4/23/2017 through 4/29/2017**

**Sorted by Payment Number**

<b>Payment No.</b>	<b>Payment Date</b>	<b>Vendor Name</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Invoice Amount</b>	<b>Discount Taken</b>	<b>Amount Paid</b>	<b>Payment Total</b>
			35642592050317	Utilities - Electric	78.39	0.00	78.39	
			35642592100317	Utilities - Electric	78.65	0.00	78.65	
			35642592150317	Utilities - Electric	79.06	0.00	79.06	
			35642592200317	Utilities - Electric	75.43	0.00	75.43	
			35642592250317	Utilities - Electric	31.13	0.00	31.13	
			35642592300317	Utilities - Electric	58.53	0.00	58.53	
			35642592350317	Utilities - Electric	9.86	0.00	9.86	
			35642592400317	Utilities - Electric	101.34	0.00	101.34	
			35642592450317	Utilities - Electric	56.70	0.00	56.70	
			35642592500317	Utilities - Electric	57.35	0.00	57.35	
			35642592550317	Utilities - Electric	80.60	0.00	80.60	
			35642592600317	Utilities - Electric	71.56	0.00	71.56	
			35642592650317	Utilities - Electric	91.50	0.00	91.50	
			35642592700317	Utilities - Electric	74.69	0.00	74.69	
			35642592750317	Utilities - Electric	61.04	0.00	61.04	
			35642592800317	Utilities - Electric	108.85	0.00	108.85	
			35642592850317	Utilities - Electric	63.43	0.00	63.43	
			35642592900317	Utilities - Electric	59.56	0.00	59.56	
			35642592950317	Utilities - Electric	84.32	0.00	84.32	
			35642593000317	Utilities - Electric	83.56	0.00	83.56	
			35642593050317	Utilities - Electric	88.17	0.00	88.17	
			35642593100317	Utilities - Electric	83.75	0.00	83.75	
			35642593200317	Utilities - Electric	70.82	0.00	70.82	
			35642593250317	Utilities - Electric	13.33	0.00	13.33	
			35642593300317	Utilities - Electric	86.52	0.00	86.52	
			35642593350317	Utilities - Electric	66.21	0.00	66.21	
			35642593400317	Utilities - Electric	80.97	0.00	80.97	
			35642593450317	Utilities - Electric	66.94	0.00	66.94	
			35642593500317	Utilities - Electric	77.10	0.00	77.10	
			35642593550317	Utilities - Electric	61.04	0.00	61.04	
			35642593600317	Utilities - Electric	92.05	0.00	92.05	

**List of All Claims and Bills Approved for Payment**  
**For Payments Dated 4/23/2017 through 4/29/2017**

**Sorted by Payment Number**

<b>Payment No.</b>	<b>Payment Date</b>	<b>Vendor Name</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Invoice Amount</b>	<b>Discount Taken</b>	<b>Amount Paid</b>	<b>Payment Total</b>
			35642593650317	Utilities - Electric	86.70	0.00	86.70	
			35642593700317	Utilities - Electric	78.21	0.00	78.21	
			35642593750317	Utilities - Electric	52.83	0.00	52.83	
			35642593800317	Utilities - Electric	59.47	0.00	59.47	
			35642593850317	Utilities - Electric	10.18	0.00	10.18	
			35642593900317	Utilities - Electric	60.95	0.00	60.95	
			35642593950317	Utilities - Electric	56.33	0.00	56.33	
			35642594000317	Utilities - Electric	70.92	0.00	70.92	
			35642594050317	Utilities - Electric	42.30	0.00	42.30	
			35642594100317	Utilities - Electric	42.49	0.00	42.49	
			35642594150317	Utilities - Electric	60.58	0.00	60.58	
			35642594250317	Utilities - Electric	110.06	0.00	110.06	
			35642594300317	Utilities - Electric	68.33	0.00	68.33	
			35642594350317	Utilities - Electric	63.34	0.00	63.34	
			35642594400317	Utilities - Electric	65.93	0.00	65.93	
			35642594450317	Utilities - Electric	72.76	0.00	72.76	
			35642594500317	Utilities - Electric	49.68	0.00	49.68	
			35642594550317	Utilities - Electric	92.52	0.00	92.52	
			35642594600317	Utilities - Electric	96.02	0.00	96.02	
			35642594650317	Utilities - Electric	105.25	0.00	105.25	
			35642594700317	Utilities - Electric	89.19	0.00	89.19	
			35642594750317	Utilities - Electric	76.64	0.00	76.64	
			35642594800317	Utilities - Electric	86.42	0.00	86.42	
			35642594850317	Utilities - Electric	52.92	0.00	52.92	
			35642594900317	Utilities - Electric	65.84	0.00	65.84	
			35642594950317	Utilities - Electric	90.21	0.00	90.21	
			35642595000317	Utilities - Electric	72.48	0.00	72.48	
			35642595050317	Utilities - Electric	78.02	0.00	78.02	
			35642595100317	Utilities - Electric	83.93	0.00	83.93	
			35642595150317	Utilities - Electric	57.72	0.00	57.72	
			35642595200317	Utilities - Electric	73.22	0.00	73.22	



**List of All Claims and Bills Approved for Payment**  
**For Payments Dated 4/23/2017 through 4/29/2017**

**Sorted by Payment Number**

<b>Payment No.</b>	<b>Payment Date</b>	<b>Vendor Name</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Invoice Amount</b>	<b>Discount Taken</b>	<b>Amount Paid</b>	<b>Payment Total</b>
			35642595250317	Utilities - Electric	58.90	0.00	58.90	
			35642595300317	Utilities - Electric	65.49	0.00	65.49	
			35642595350317	Utilities - Electric	61.40	0.00	61.40	
			35642595400317	Utilities - Electric	62.14	0.00	62.14	
			35642595450317	Utilities - Electric	114.02	0.00	114.02	
			35642595500317	Utilities - Electric	48.11	0.00	48.11	
			35642595550317	Utilities - Electric	55.05	0.00	55.05	
			35642595600317	Utilities - Electric	49.59	0.00	49.59	
			35642595650317	Utilities - Electric	57.29	0.00	57.29	
			35642595700317	Utilities - Electric	64.55	0.00	64.55	
			35642595750317	Utilities - Electric	64.73	0.00	64.73	
			35642595800317	Utilities - Electric	55.50	0.00	55.50	
			35642595850317	Utilities - Electric	107.74	0.00	107.74	
			35642595900317	Utilities - Electric	60.11	0.00	60.11	
			35642595950317	Utilities - Electric	117.99	0.00	117.99	
			35642596000317	Utilities - Electric	85.22	0.00	85.22	
			35642596050317	Utilities - Electric	75.62	0.00	75.62	
			35642596100317	Utilities - Electric	69.71	0.00	69.71	
			35642596150317	Utilities - Electric	55.68	0.00	55.68	
			35642596200317	Utilities - Electric	75.94	0.00	75.94	
			35642596250317	Utilities - Electric	55.68	0.00	55.68	
			35642596300317	Utilities - Electric	65.84	0.00	65.84	
			35642596350317	Utilities - Electric	53.28	0.00	53.28	
			35642596400317	Utilities - Electric	52.16	0.00	52.16	
			35642596450317	Utilities - Electric	104.86	0.00	104.86	
			35642596500317	Utilities - Electric	53.22	0.00	53.22	
			35642598240317	Utilities - Electric	9.53	0.00	9.53	
			38257235830317	Utilities - Electric	10.38	0.00	10.38	
			39509111000317	Utilities - Electric	46.66	0.00	46.66	
			48131400740317	Utilities - Electric	9.71	0.00	9.71	
			63004478110317	Utilities - Electric	65.08	0.00	65.08	

**List of All Claims and Bills Approved for Payment**  
**For Payments Dated 4/23/2017 through 4/29/2017**

**Sorted by Payment Number**

<b>Payment No.</b>	<b>Payment Date</b>	<b>Vendor Name</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Invoice Amount</b>	<b>Discount</b>	<b>Taken</b>	<b>Amount Paid</b>	<b>Payment Total</b>
			66172622090317	Utilities - Electric	26.30		0.00	26.30	
			74408230820317	Utilities - Electric	67.08		0.00	67.08	
xxx291107	4/27/17	RHYTHM GS ENTERTAINMENT	215644	Special Events	750.00		0.00	750.00	<b>\$750.00</b>
xxx291108	4/27/17	STATE WATER RESOURCES CONTROL BOARD	S BYRD GR I	Membership Fees	170.00		0.00	170.00	<b>\$170.00</b>
xxx291109	4/27/17	AMANDA LOPEZ	BL070105 15-16	Business License Tax	17.06		0.00	17.06	<b>\$17.06</b>
xxx291110	4/27/17	BRENDA ESPINOZA FARIAS	345665	Refund Recreation Fees	160.00		0.00	160.00	<b>\$160.00</b>
xxx291111	4/27/17	CORN PALACE	99465-72220	Refund Utility Account Credit	340.87		0.00	340.87	<b>\$340.87</b>
xxx291112	4/27/17	DEREK CHIN	129657-29676	Refund Utility Account Credit	2,375.65		0.00	2,375.65	<b>\$2,375.65</b>
xxx291114	4/27/17	FLO MAK	346420	Refund Recreation Fees	119.00		0.00	119.00	<b>\$119.00</b>
xxx291115	4/27/17	HOLBROOK COMPUTER SUPPORT	065314	Business License Tax	34.62		0.00	34.62	<b>\$34.62</b>
xxx291116	4/27/17	PAMELA BOTTS	346006	Refund Recreation Fees	350.00		0.00	350.00	<b>\$350.00</b>
xxx291117	4/27/17	TAYLOR MORRISON OF CA LLC	183769-48906	Refund Utility Account Credit	3,035.61		0.00	3,035.61	<b>\$3,035.61</b>
xxx291118	4/28/17	MOBILE CLIMB USA LLC	4292018	Special Events	700.00		0.00	700.00	<b>\$700.00</b>
xxx002573	4/28/17	INTERNAL REVENUE SERVICE	950002573	Employer Taxes - FICA - Total	283.44		0.00	283.44	<b>\$53,444.55</b>
			950002573	Employer Taxes - Medicare - Total	53,161.11		0.00	53,161.11	
xxx002574	4/27/17	ICMA RETIREMENT CORP	950002574	Retirement Benefits - Deferred Comp - City Portion	11,092.08		0.00	11,092.08	<b>\$12,073.80</b>
			950002574	Retirement Benefits - PARS	981.72		0.00	981.72	
xxx002575	4/27/17	PUBLIC EMPLOYEES RETIREMENT SYSTEM	950002575	Retirement Benefits - Deferred Comp - City Portion	1,346.26		0.00	1,346.26	<b>\$163,772.01</b>
			950002575	Retirement Benefits - Misc Tier 1&2	69,988.18		0.00	69,988.18	
				Employer Paid Member Cont.					
			950002575	Retirement Benefits - Safety Tier 1&2	92,437.57		0.00	92,437.57	
				Emplr Paid Member Cont					
xxx100656	4/26/17	SPECIALTY SOLID WASTE & RECYCLING INC	MAR2017	Franchise - Specialty Garbage	-159,007.76		0.00	-159,007.76	<b>\$1,332,292.58</b>
			MAR2017	Refuse Serv Fees - Specialty	-172,245.68		0.00	-172,245.68	
			MAR2017	Pymt to Franch Garb Collector	1,663,546.02		0.00	1,663,546.02	
xxx100657	4/28/17	STATE BOARD OF EQUAL DIRECT DEPOSIT	1179331	Use Tax Payable	4,892.62		0.00	4,892.62	<b>\$4,892.62</b>

**Grand Total Payment Amount**

**\$4,071,440.00**

**List of All Claims and Bills Approved for Payment**  
**For Payments Dated 4/30/2017 through 5/6/2017**

**Sorted by Payment Number**

<b>Payment No.</b>	<b>Payment Date</b>	<b>Vendor Name</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Invoice Amount</b>	<b>Discount Taken</b>	<b>Amount Paid</b>	<b>Payment Total</b>
xxx291127	5/2/17	3M TRAFFIC SAFETY SYSTEMS DIVISION	SS58486	Miscellaneous Services	2,500.00	0.00	2,500.00	<b>\$2,500.00</b>
xxx291128	5/2/17	ASCO POWER SERVICES INC	1148651	Equipment Maintenance & Repair Labor	1,032.38	0.00	1,032.38	<b>\$1,032.38</b>
xxx291129	5/2/17	AT&T	3909736304RE	Software As a Service	281.10	0.00	281.10	<b>\$281.10</b>
xxx291130	5/2/17	AT&T	000009551852	Utilities - Telephone	35.93	0.00	35.93	<b>\$3,604.49</b>
			000009552448	Utilities - Telephone	35.12	0.00	35.12	
			000009554955	Utilities - Telephone	3,533.44	0.00	3,533.44	
xxx291131	5/2/17	ADVANCED CHEMICAL TRANSPORT INC	133390	HazMat Disposal - Hazardous Waste Disposal	2,811.52	0.00	2,811.52	<b>\$2,811.52</b>
xxx291132	5/2/17	ADVANCED PC CONCEPTS	1348	City Training Program	2,000.00	0.00	2,000.00	<b>\$2,000.00</b>
xxx291133	5/2/17	ALTA PLANNING + DESIGN INC	00-2015-294-10	Consultants	1,350.50	0.00	1,350.50	<b>\$1,350.50</b>
xxx291134	5/2/17	ANDERSON BRULE ARCHITECTS INC	16.1101.1-02	Consultants	8,680.00	0.00	8,680.00	<b>\$8,680.00</b>
xxx291135	5/2/17	BAUER COMPRESSORS INC	0000222409	Clothing, Uniforms & Access	289.98	0.00	289.98	<b>\$121.76</b>
			0000224382	Safety Equipment Maintenance & Repair	167.48	0.00	167.48	
			CM-0029615	Safety Equipment Maintenance & Repair	-335.70	0.00	-335.70	
xxx291136	5/2/17	BAY AREA NEWS GROUP DIGITAL FIRST MEDIA	0005885780RE	Advertising Services	299.00	0.00	299.00	<b>\$3,939.63</b>
			0005907068	Advertising Services	299.50	0.00	299.50	
			0005911728	Advertising Services	1,092.00	0.00	1,092.00	
			0005917932	Advertising Services	682.50	0.00	682.50	
			0005918456	Advertising Services	304.00	0.00	304.00	
			0005922729	Advertising Services	560.00	0.00	560.00	
			0005925239	Advertising Services	702.63	0.00	702.63	
xxx291137	5/2/17	BERT S ESPINOSA	BLMAR2017	Medical Services	3,750.00	0.00	3,750.00	<b>\$3,750.00</b>
xxx291138	5/2/17	BOB MURRAY & ASSOC	7249	Professional Services	2,670.46	0.00	2,670.46	<b>\$2,670.46</b>
xxx291139	5/2/17	BOUND TREE MEDICAL LLC	62007222RE	Inventory Purchase	898.43	0.00	898.43	<b>\$5,382.19</b>
			70243212RE	Inventory Purchase	-906.20	0.00	-906.20	
			82434255RE	Inventory Purchase	906.20	0.00	906.20	
			82435638RE	Inventory Purchase	99.27	0.00	99.27	
			82436928RE	Inventory Purchase	99.27	0.00	99.27	
			82443711RE	Inventory Purchase	2,932.97	0.00	2,932.97	

**List of All Claims and Bills Approved for Payment**

For Payments Dated 4/30/2017 through 5/6/2017

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
			82464339	Inventory Purchase	351.63	0.00	351.63	
			82470838	Inventory Purchase	1,000.62	0.00	1,000.62	
xxx291140	5/2/17	BUCKLES-SMITH ELECTRIC CO	3023706-00	Training and Conferences	981.00	9.00	972.00	<b>\$972.00</b>
xxx291141	5/2/17	CPS EXECUTIVE SEARCH	INV355723	City Training Program	3,600.00	0.00	3,600.00	<b>\$3,600.00</b>
xxx291142	5/2/17	CSG CONSULTANTS INC	11379	Engineering Services	5,510.00	0.00	5,510.00	<b>\$5,510.00</b>
xxx291143	5/2/17	CALLAWAY GOLF CO	927580870	Inventory Purchase	836.28	0.00	836.28	<b>\$1,617.00</b>
			927609761	Inventory Purchase	390.36	0.00	390.36	
			927614240	Inventory Purchase	390.36	0.00	390.36	
xxx291144	5/2/17	CHERYL JOSEPHS	020935-3356204	DED Services/Training - Books	23.98	0.00	23.98	<b>\$23.98</b>
xxx291145	5/2/17	CONVERGENT COMPUTING	BILL44282	Professional Services	410.00	0.00	410.00	<b>\$512.50</b>
			BILL44419	Professional Services	102.50	0.00	102.50	
xxx291146	5/2/17	CORIX WATER PRODUCTS (US) INC	17713008504	Construction Services	103.68	0.00	103.68	<b>\$221.62</b>
			17713008597	Materials - Land Improve	117.94	0.00	117.94	
xxx291147	5/2/17	D & M TRAFFIC SERVICES INC	51690	Inventory Purchase	333.54	0.00	333.54	<b>\$2,559.32</b>
			51741	Inventory Purchase	2,225.78	0.00	2,225.78	
xxx291148	5/2/17	DEBRA CHROMCZAK	48	Consultants	742.50	0.00	742.50	<b>\$2,700.00</b>
			50	Consultants	1,957.50	0.00	1,957.50	
xxx291149	5/2/17	DEL GAVIO GROUP	8179	Facilities Maint & Repair - Labor	400.00	0.00	400.00	<b>\$4,741.11</b>
			8179	Facilities Maint & Repair - Materials	21.70	0.00	21.70	
			8186	Bldg Maint Matls & Supplies	4,319.41	0.00	4,319.41	
xxx291150	5/2/17	DIGITAL HEALTH DEPARTMENT INC	1776	Computer Software	4,000.00	0.00	4,000.00	<b>\$4,000.00</b>
xxx291152	5/2/17	DU-ALL SAFETY	18683	Occupational Health and Safety Services - Other	2,500.00	0.00	2,500.00	<b>\$2,500.00</b>
xxx291153	5/2/17	EOA INC	SU43-0217	Consultants	19,202.03	0.00	19,202.03	<b>\$19,202.03</b>
xxx291154	5/2/17	ELECTRO-MOTION INC	1703393	Bldg Maint Matls & Supplies	646.00	0.00	646.00	<b>\$646.00</b>
xxx291155	5/2/17	EMPIRE SAFETY & SUPPLY	0086738-IN	Inventory Purchase	489.94	0.00	489.94	<b>\$489.94</b>
xxx291156	5/2/17	FEDEX	5-770-90336	Mailing & Delivery Services	6.24	0.00	6.24	<b>\$6.24</b>
xxx291157	5/2/17	FERGUSON ENTERPRISES INC 1423	1260458-1	Inventory Purchase	600.59	5.51	595.08	<b>\$1,102.68</b>
			1260744-1	Inventory Purchase	512.30	4.70	507.60	
xxx291158	5/2/17	FIRST AMERICAN TITLE CO	687-1687106346	Consultants	4,500.00	0.00	4,500.00	<b>\$4,500.00</b>
xxx291159	5/2/17	FOSTER BROS SECURITY SYSTEMS INC	287801	Facilities Maint & Repair - Labor	440.00	0.00	440.00	<b>\$940.91</b>

**List of All Claims and Bills Approved for Payment**

For Payments Dated 4/30/2017 through 5/6/2017

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
			287801	Facilities Maint & Repair - Materials	500.91	0.00	500.91	
xxx291160	5/2/17	GERGANA ANGELOVA	166498-1361843	DED Services/Training - Books	43.47	0.00	43.47	<b>\$89.03</b>
			325853-2016232	DED Services/Training - Books	45.56	0.00	45.56	
xxx291161	5/2/17	GREENESPORT ASSN	COL041317VB	Rec Instructors/Officials	540.00	0.00	540.00	<b>\$1,260.00</b>
			COL102116	Rec Instructors/Officials	970.00	0.00	970.00	
			COL20322+REV	Rec Instructors/Officials	-970.00	0.00	-970.00	
			SUN041317V	Rec Instructors/Officials	720.00	0.00	720.00	
xxx291162	5/2/17	H F & H CONSULTANTS LLC	9714699	Professional Services	15,645.90	0.00	15,645.90	<b>\$15,645.90</b>
xxx291163	5/2/17	HANQING WANG	CLAIM16-17-04	Liability Claims Paid	2,442.60	0.00	2,442.60	<b>\$2,442.60</b>
			7					
xxx291164	5/2/17	HEALTHIER KIDS FOUNDATION SANTA CLARA CO	1	Outside Group Funding	4,732.66	0.00	4,732.66	<b>\$4,732.66</b>
xxx291165	5/2/17	HI-TECH OPTICAL INC	698287	Benefits and Incentives - Prescription Safety Glasses	170.00	0.00	170.00	<b>\$2,125.00</b>
			698320	Benefits and Incentives - Prescription Safety Glasses	170.00	0.00	170.00	
			698332	Benefits and Incentives - Prescription Safety Glasses	120.00	0.00	120.00	
			698338	Benefits and Incentives - Prescription Safety Glasses	120.00	0.00	120.00	
			698340	Benefits and Incentives - Prescription Safety Glasses	120.00	0.00	120.00	
			698342	Benefits and Incentives - Prescription Safety Glasses	120.00	0.00	120.00	
			700782	Benefits and Incentives - Prescription Safety Glasses	120.00	0.00	120.00	
			700783	Benefits and Incentives - Prescription Safety Glasses	120.00	0.00	120.00	
			700793	Benefits and Incentives - Prescription Safety Glasses	120.00	0.00	120.00	
			700804	Benefits and Incentives - Prescription Safety Glasses	170.00	0.00	170.00	
			700989	Benefits and Incentives - Prescription Safety Glasses	120.00	0.00	120.00	

**List of All Claims and Bills Approved for Payment**

For Payments Dated 4/30/2017 through 5/6/2017

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
			702299	Benefits and Incentives - Prescription Safety Glasses	120.00	0.00	120.00	
			702300	Benefits and Incentives - Prescription Safety Glasses	120.00	0.00	120.00	
			702305	Benefits and Incentives - Prescription Safety Glasses	120.00	0.00	120.00	
			702307	Benefits and Incentives - Prescription Safety Glasses	120.00	0.00	120.00	
			702333	Benefits and Incentives - Prescription Safety Glasses	170.00	0.00	170.00	
			703073	Benefits and Incentives - Prescription Safety Glasses	5.00	0.00	5.00	
xxx291167	5/2/17	HYDROSCIENCE ENGINEERS INC	262001053	Professional Services	8,410.00	0.00	8,410.00	<b>\$8,410.00</b>
xxx291168	5/2/17	ITRON INC	436405	Hardware Maintenance	6,015.56	0.00	6,015.56	<b>\$10,411.20</b>
			438283	Hardware Maintenance	-6,015.56	0.00	-6,015.56	
			444308	Inventory Purchase	10,411.20	0.00	10,411.20	
xxx291169	5/2/17	INTERIORS & TEXTILES CORP	170016S	Bldg Maint Matls & Supplies	1,909.25	0.00	1,909.25	<b>\$1,909.25</b>
xxx291170	5/2/17	JAVELCO EQUIPMENT SERVICE INC	51749	Hand Tools	2,174.07	0.00	2,174.07	<b>\$2,174.07</b>
xxx291171	5/2/17	JOHN KNOWLES	CLAIM16-17-070	Liability Claims Paid	324.42	0.00	324.42	<b>\$324.42</b>
xxx291172	5/2/17	KOHLWEISS AUTO PARTS INC	01PG0692	Inventory Purchase	59.35	1.19	58.16	<b>\$829.41</b>
			01PG0896	Inventory Purchase	786.99	15.74	771.25	
xxx291173	5/2/17	KURT WAGNER	CK REQ 17-184	DED Services/Training - Books	144.64	0.00	144.64	<b>\$144.64</b>
xxx291174	5/2/17	LELAND SAYLOR & ASSOCIATES INC	0027327	Engineering Services	2,015.00	0.00	2,015.00	<b>\$2,015.00</b>
xxx291175	5/2/17	LOGIN IACP NET	29938	Software Licensing & Support	1,750.00	0.00	1,750.00	<b>\$1,750.00</b>
xxx291176	5/2/17	MEHRDAD SHAHAMATDOUST	CK REQ 17-179	DED Services/Training - Books	215.76	0.00	215.76	<b>\$215.76</b>
xxx291177	5/2/17	MOTT MACDONALD LLC	304781-41	Engineering Services	1,585.00	0.00	1,585.00	<b>\$1,585.00</b>
xxx291178	5/2/17	NAPA AUTO PARTS	238437	Parts, Vehicles & Motor Equip	14.40	0.00	14.40	<b>\$7,248.08</b>
			302298	Parts, Vehicles & Motor Equip	16.98	0.00	16.98	
			302320	Parts, Vehicles & Motor Equip	6.34	0.00	6.34	
			302337	Parts, Vehicles & Motor Equip	9.88	0.00	9.88	
			302348	Parts, Vehicles & Motor Equip	97.52	0.00	97.52	
			302540	Parts, Vehicles & Motor Equip	21.59	0.00	21.59	

**List of All Claims and Bills Approved for Payment**

For Payments Dated 4/30/2017 through 5/6/2017

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
			303247	Parts, Vehicles & Motor Equip	77.17	0.00	77.17	
			303437	Parts, Vehicles & Motor Equip	52.16	0.00	52.16	
			303720	Parts, Vehicles & Motor Equip	12.98	0.00	12.98	
			303721	Parts, Vehicles & Motor Equip	87.19	0.00	87.19	
			303810	Parts, Vehicles & Motor Equip	8.67	0.00	8.67	
			303814	Parts, Vehicles & Motor Equip	31.47	0.00	31.47	
			303815	Parts, Vehicles & Motor Equip	84.63	0.00	84.63	
			303903	Parts, Vehicles & Motor Equip	307.78	0.00	307.78	
			304002	Parts, Vehicles & Motor Equip	15.17	0.00	15.17	
			304101	Parts, Vehicles & Motor Equip	121.27	0.00	121.27	
			304109	Parts, Vehicles & Motor Equip	3.24	0.00	3.24	
			304120	Parts, Vehicles & Motor Equip	104.96	0.00	104.96	
			304317	Parts, Vehicles & Motor Equip	34.83	0.00	34.83	
			304322	Parts, Vehicles & Motor Equip	31.90	0.00	31.90	
			304915	Parts, Vehicles & Motor Equip	5.84	0.00	5.84	
			305106	Parts, Vehicles & Motor Equip	100.41	0.00	100.41	
			305210	Parts, Vehicles & Motor Equip	10.39	0.00	10.39	
			305288	Parts, Vehicles & Motor Equip	120.51	0.00	120.51	
			305536	Parts, Vehicles & Motor Equip	51.33	0.00	51.33	
			305720	Parts, Vehicles & Motor Equip	9.11	0.00	9.11	
			305861	Parts, Vehicles & Motor Equip	33.59	0.00	33.59	
			306766	Parts, Vehicles & Motor Equip	150.36	0.00	150.36	
			306909	Parts, Vehicles & Motor Equip	7.00	0.00	7.00	
			306910	Parts, Vehicles & Motor Equip	7.00	0.00	7.00	
			307010	Parts, Vehicles & Motor Equip	142.81	0.00	142.81	
			307015	Parts, Vehicles & Motor Equip	6.29	0.00	6.29	
			307035	Parts, Vehicles & Motor Equip	28.79	0.00	28.79	
			307069	Parts, Vehicles & Motor Equip	11.70	0.00	11.70	
			307070	Parts, Vehicles & Motor Equip	56.41	0.00	56.41	
			307097	Parts, Vehicles & Motor Equip	11.11	0.00	11.11	
			307235	Parts, Vehicles & Motor Equip	63.34	0.00	63.34	

**List of All Claims and Bills Approved for Payment**

For Payments Dated 4/30/2017 through 5/6/2017

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
			307312	Parts, Vehicles & Motor Equip	32.51	0.00	32.51	
			307319	Parts, Vehicles & Motor Equip	56.24	0.00	56.24	
			307543	Parts, Vehicles & Motor Equip	11.91	0.00	11.91	
			308000	Parts, Vehicles & Motor Equip	36.30	0.00	36.30	
			308034	Parts, Vehicles & Motor Equip	32.44	0.00	32.44	
			308383	Parts, Vehicles & Motor Equip	15.63	0.00	15.63	
			308568	Parts, Vehicles & Motor Equip	11.54	0.00	11.54	
			308579	Parts, Vehicles & Motor Equip	1.43	0.00	1.43	
			308703	Parts, Vehicles & Motor Equip	61.40	0.00	61.40	
			308807	Parts, Vehicles & Motor Equip	23.66	0.00	23.66	
			308866	Parts, Vehicles & Motor Equip	900.07	0.00	900.07	
			309026	Parts, Vehicles & Motor Equip	36.01	0.00	36.01	
			309027	Parts, Vehicles & Motor Equip	36.01	0.00	36.01	
			309118	Parts, Vehicles & Motor Equip	36.03	0.00	36.03	
			309143	Parts, Vehicles & Motor Equip	10.84	0.00	10.84	
			309313	Parts, Vehicles & Motor Equip	50.50	0.00	50.50	
			309388	Parts, Vehicles & Motor Equip	3.24	0.00	3.24	
			309453	Parts, Vehicles & Motor Equip	4.87	0.00	4.87	
			309721	Parts, Vehicles & Motor Equip	11.54	0.00	11.54	
			310135	Parts, Vehicles & Motor Equip	2.70	0.00	2.70	
			310245	Parts, Vehicles & Motor Equip	167.11	0.00	167.11	
			310250	Parts, Vehicles & Motor Equip	29.90	0.00	29.90	
			310516	Parts, Vehicles & Motor Equip	31.90	0.00	31.90	
			310541	Parts, Vehicles & Motor Equip	5.41	0.00	5.41	
			310588	Parts, Vehicles & Motor Equip	107.91	0.00	107.91	
			310638	Parts, Vehicles & Motor Equip	110.95	0.00	110.95	
			310669	Parts, Vehicles & Motor Equip	112.81	0.00	112.81	
			310685	Parts, Vehicles & Motor Equip	1.81	0.00	1.81	
			310865	Parts, Vehicles & Motor Equip	106.62	0.00	106.62	
			310974	Parts, Vehicles & Motor Equip	51.42	0.00	51.42	
			310982	Parts, Vehicles & Motor Equip	8.65	0.00	8.65	



**List of All Claims and Bills Approved for Payment**

For Payments Dated 4/30/2017 through 5/6/2017

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
			311062	Parts, Vehicles & Motor Equip	43.20	0.00	43.20	
			311972	Parts, Vehicles & Motor Equip	14.91	0.00	14.91	
			312016	Parts, Vehicles & Motor Equip	6.19	0.00	6.19	
			312318	Parts, Vehicles & Motor Equip	50.54	0.00	50.54	
			312319	Parts, Vehicles & Motor Equip	71.90	0.00	71.90	
			312320	Parts, Vehicles & Motor Equip	72.09	0.00	72.09	
			312393	Parts, Vehicles & Motor Equip	20.92	0.00	20.92	
			312420	Parts, Vehicles & Motor Equip	47.50	0.00	47.50	
			312509	Parts, Vehicles & Motor Equip	119.63	0.00	119.63	
			312517	Parts, Vehicles & Motor Equip	107.85	0.00	107.85	
			312596	Parts, Vehicles & Motor Equip	42.53	0.00	42.53	
			312643	Parts, Vehicles & Motor Equip	47.26	0.00	47.26	
			312771	Parts, Vehicles & Motor Equip	24.08	0.00	24.08	
			313156	Parts, Vehicles & Motor Equip	66.39	0.00	66.39	
			313242	Parts, Vehicles & Motor Equip	28.64	0.00	28.64	
			313333	Parts, Vehicles & Motor Equip	46.76	0.00	46.76	
			313413	Parts, Vehicles & Motor Equip	10.35	0.00	10.35	
			313447	Parts, Vehicles & Motor Equip	16.60	0.00	16.60	
			313849	Parts, Vehicles & Motor Equip	57.48	0.00	57.48	
			313866	Parts, Vehicles & Motor Equip	107.78	0.00	107.78	
			313872	Parts, Vehicles & Motor Equip	10.66	0.00	10.66	
			313917	Parts, Vehicles & Motor Equip	646.67	0.00	646.67	
			314150	Parts, Vehicles & Motor Equip	26.32	0.00	26.32	
			314209	Parts, Vehicles & Motor Equip	114.67	0.00	114.67	
			314311	Parts, Vehicles & Motor Equip	90.70	0.00	90.70	
			314537	Parts, Vehicles & Motor Equip	60.45	0.00	60.45	
			314547	Parts, Vehicles & Motor Equip	47.73	0.00	47.73	
			314659	Parts, Vehicles & Motor Equip	43.36	0.00	43.36	
			315189	Parts, Vehicles & Motor Equip	111.06	0.00	111.06	
			315327	Parts, Vehicles & Motor Equip	132.20	0.00	132.20	
			315338	Parts, Vehicles & Motor Equip	52.67	0.00	52.67	

**List of All Claims and Bills Approved for Payment**

For Payments Dated 4/30/2017 through 5/6/2017

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
			315485	Parts, Vehicles & Motor Equip	47.97	0.00	47.97	
			315499	Parts, Vehicles & Motor Equip	114.70	0.00	114.70	
			315516	Parts, Vehicles & Motor Equip	119.39	0.00	119.39	
			315611	Parts, Vehicles & Motor Equip	29.71	0.00	29.71	
			315612	Parts, Vehicles & Motor Equip	362.02	0.00	362.02	
			315644	Parts, Vehicles & Motor Equip	169.72	0.00	169.72	
			614209	Parts, Vehicles & Motor Equip	0.00	0.00	0.00	
xxx291188	5/2/17	P&R PAPER SUPPLY CO INC	30130017-00	Inventory Purchase	471.69	0.00	471.69	<b>\$471.69</b>
xxx291189	5/2/17	PACIFIC PLUMBING & UNDERGROUND	38282SR	Facilities Maint & Repair - Labor	810.00	0.00	810.00	<b>\$4,495.00</b>
			38282SR	Facilities Maint & Repair - Materials	110.00	0.00	110.00	
			38298SR	Facilities Maint & Repair - Labor	2,160.00	0.00	2,160.00	
			38298SR	Facilities Maint & Repair - Materials	480.00	0.00	480.00	
			38411SR	Facilities Maint & Repair - Labor	810.00	0.00	810.00	
			38411SR	Facilities Maint & Repair - Materials	125.00	0.00	125.00	
xxx291190	5/2/17	PACIFIC WEST SECURITY INC	0432129-IN	Alarm Services	54.50	0.00	54.50	<b>\$223.50</b>
			1050275-IN	Alarm Services	79.00	0.00	79.00	
			1050431-IN	Alarm Services	90.00	0.00	90.00	
xxx291191	5/2/17	PETROLEUM MARKETING EQUIPMENT	3042147	Parts, Vehicles & Motor Equip	301.68	0.00	301.68	<b>\$301.68</b>
xxx291192	5/2/17	PINE CONE LUMBER CO INC	686473	Parts, Vehicles & Motor Equip	64.08	0.00	64.08	<b>\$701.26</b>
			690454	Parts, Vehicles & Motor Equip	361.59	0.00	361.59	
			690966	Construction Services	29.56	0.00	29.56	
			693806	Parts, Vehicles & Motor Equip	246.03	0.00	246.03	
xxx291193	5/2/17	PITNEY BOWES INC	1003519382	Equipment Rental/Lease	2,916.18	0.00	2,916.18	<b>\$2,916.18</b>
xxx291194	5/2/17	PRIORITY 1 PUBLIC SAFETY EQUIPMENT	6154	Auto Maint & Repair - Labor	350.00	0.00	350.00	<b>\$350.00</b>
xxx291195	5/2/17	READYREFRESH BY NESTLE	17D5727863002	General Supplies	33.47	0.00	33.47	<b>\$62.45</b>
			17D5740132005	Miscellaneous Services	28.98	0.00	28.98	
xxx291196	5/2/17	SFO REPROGRAPHICS	37757	Printing & Related Services	243.13	0.00	243.13	<b>\$1,735.22</b>
			38017	Printing & Related Services	95.48	0.00	95.48	
			38165	Printing & Related Services	115.01	0.00	115.01	
			38314	Printing & Related Services	120.44	0.00	120.44	
			38317	Printing & Related Services	11.94	0.00	11.94	

**List of All Claims and Bills Approved for Payment**

For Payments Dated 4/30/2017 through 5/6/2017

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
			38621	Printing & Related Services	1,010.79	0.00	1,010.79	
			38872	Printing & Related Services	138.43	0.00	138.43	
xxx291197	5/2/17	SAN DIEGO POLICE EQUIPMENT CO	626231	Ammunition	2,591.45	0.00	2,591.45	<b>\$8,536.35</b>
			626992	Ammunition	5,944.90	0.00	5,944.90	
xxx291199	5/2/17	SILICON VALLEY POLYTECHNIC INSTITUTE	02262017-410	DED Services/Training - Training	300.00	0.00	300.00	<b>\$300.00</b>
xxx291200	5/2/17	SITEONE LANDSCAPE SUPPLY LLC	80055135	Materials - Land Improve	15,975.04	0.00	15,975.04	<b>\$15,975.04</b>
xxx291201	5/2/17	STARTING ARTS INC	1691	Professional Services	1,320.00	0.00	1,320.00	<b>\$1,320.00</b>
xxx291202	5/2/17	STATCOMM INC	118082	Facilities Maintenance & Repair Labor	814.00	0.00	814.00	<b>\$814.00</b>
xxx291203	5/2/17	STATE BOARD OF EQUALIZATION	JAN-MAR2017	Taxes & Licenses - Misc	1,156.24	0.00	1,156.24	<b>\$1,156.24</b>
xxx291204	5/2/17	SUNNYVALE FORD	490875	Parts, Vehicles & Motor Equip	15.90	0.00	15.90	<b>\$2,288.53</b>
			494106	Parts, Vehicles & Motor Equip	179.13	0.00	179.13	
			494299	Parts, Vehicles & Motor Equip	10.38	0.00	10.38	
			494349	Parts, Vehicles & Motor Equip	130.69	0.00	130.69	
			494653	Parts, Vehicles & Motor Equip	46.01	0.00	46.01	
			494683	Parts, Vehicles & Motor Equip	266.13	0.00	266.13	
			494962	Parts, Vehicles & Motor Equip	88.21	0.00	88.21	
			495208	Parts, Vehicles & Motor Equip	44.90	0.00	44.90	
			495275	Parts, Vehicles & Motor Equip	1,361.48	0.00	1,361.48	
			495386	Parts, Vehicles & Motor Equip	75.38	0.00	75.38	
			495459	Parts, Vehicles & Motor Equip	2.35	0.00	2.35	
			495460	Parts, Vehicles & Motor Equip	106.48	0.00	106.48	
			495463	Parts, Vehicles & Motor Equip	3.01	0.00	3.01	
			495792	Parts, Vehicles & Motor Equip	186.72	0.00	186.72	
			CM488141	Parts, Vehicles & Motor Equip	-24.10	0.00	-24.10	
			CM488796	Parts, Vehicles & Motor Equip	-50.98	0.00	-50.98	
			CM490540	Parts, Vehicles & Motor Equip	-81.38	0.00	-81.38	
			CM491725	Parts, Vehicles & Motor Equip	-32.55	0.00	-32.55	
			CM491792	Parts, Vehicles & Motor Equip	-56.38	0.00	-56.38	
			CM492115	Parts, Vehicles & Motor Equip	-32.55	0.00	-32.55	
			CM493462	Parts, Vehicles & Motor Equip	-37.98	0.00	-37.98	

**List of All Claims and Bills Approved for Payment**  
**For Payments Dated 4/30/2017 through 5/6/2017**

**Sorted by Payment Number**

<b>Payment No.</b>	<b>Payment Date</b>	<b>Vendor Name</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Invoice Amount</b>	<b>Discount Taken</b>	<b>Amount Paid</b>	<b>Payment Total</b>
			CM493819	Parts, Vehicles & Motor Equip	-37.98	0.00	-37.98	
			CM495275	Parts, Vehicles & Motor Equip	-436.63	0.00	-436.63	
			FOCS754570	Auto Maint & Repair - Labor	351.00	0.00	351.00	
			FOCS754570	Auto Maint & Repair - Materials	71.34	0.00	71.34	
			FOCS754982	Auto Maint & Repair - Labor	139.95	0.00	139.95	
xxx291207	5/2/17	SUPPLYWORKS	398778449	Inventory Purchase	1,612.11	14.79	1,597.32	<b>\$1,597.32</b>
xxx291208	5/2/17	SUSAN BRACKEN	305218-7252225	DED Services/Training - Books	149.28	0.00	149.28	<b>\$149.28</b>
xxx291209	5/2/17	SUZAN KAHRAMAN	CK REQ 17-180	DED Services/Training - Books	175.96	0.00	175.96	<b>\$175.96</b>
xxx291210	5/2/17	T-MOBILE USA INC	9286977455	Utilities - Mobile Phones - City Mobile Phones	5,769.00	0.00	5,769.00	<b>\$5,769.00</b>
xxx291211	5/2/17	TMC SHOOTING RANGE SPECIALIST INC	1327-1	Facilities Maint & Repair - Labor	4,500.00	0.00	4,500.00	<b>\$4,500.00</b>
xxx291212	5/2/17	TAM COMMUNICATIONS INC	12903	Advertising Services	648.44	0.00	648.44	<b>\$648.44</b>
xxx291213	5/2/17	TUFF SHED INC	1097294	General Supplies	4,408.90	0.00	4,408.90	<b>\$10,098.80</b>
			1097302	General Supplies	5,689.90	0.00	5,689.90	
xxx291214	5/2/17	UNITED PARCEL SERVICE	0000966608137	Mailing & Delivery Services	276.64	0.00	276.64	<b>\$276.64</b>
xxx291215	5/2/17	VWR INTERNATIONAL LLC	8047890926	General Supplies	197.30	0.00	197.30	<b>\$197.30</b>
xxx291216	5/2/17	WRA	22204-2-29149	Consultants	785.96	0.00	785.96	<b>\$785.96</b>
xxx291217	5/2/17	KEMPERSPORTS INC	012017CONTRA CT	Facilities Equipment	51,148.71	0.00	51,148.71	<b>\$51,148.71</b>
xxx291218	5/2/17	PACIFIC GAS & ELECTRIC CO	11059220090317	Utilities - Electric	4,025.14	0.00	4,025.14	<b>\$97,396.25</b>
			11059220250317	Utilities - Gas	1,623.32	0.00	1,623.32	
			11059220400317	Utilities - Gas	321.84	0.00	321.84	
			11059220450317	Utilities - Gas	1,952.30	0.00	1,952.30	
			11059220500317	Utilities - Gas	71.20	0.00	71.20	
			11059220550317	Utilities - Electric	776.70	0.00	776.70	
			11059220600317	Utilities - Gas	4,576.08	0.00	4,576.08	
			11059220750317	Utilities - Gas	2,271.09	0.00	2,271.09	
			11059220810317	Utilities - Electric	452.83	0.00	452.83	
			11059220900317	Utilities - Gas	193.47	0.00	193.47	
			11059221020317	Utilities - Electric	517.81	0.00	517.81	
			11059221050317	Utilities - Gas	96.28	0.00	96.28	
			11059221060317	Utilities - Electric	770.64	0.00	770.64	

**List of All Claims and Bills Approved for Payment**

For Payments Dated 4/30/2017 through 5/6/2017

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
			11059221080317	Utilities - Electric	675.27	0.00	675.27	
			11059221150317	Utilities - Gas	188.88	0.00	188.88	
			11059221180317	Utilities - Electric	7,689.63	0.00	7,689.63	
			11059221350317	Utilities - Gas	206.58	0.00	206.58	
			11059221400317	Utilities - Gas	3,275.08	0.00	3,275.08	
			11059221600317	Utilities - Gas	95.39	0.00	95.39	
			11059221700317	Utilities - Gas	110.69	0.00	110.69	
			11059221730317	Utilities - Electric	2,127.64	0.00	2,127.64	
			11059221930317	Utilities - Electric	12,269.05	0.00	12,269.05	
			11059222630317	Utilities - Electric	1,412.02	0.00	1,412.02	
			11059222720317	Utilities - Electric	726.10	0.00	726.10	
			11059224060317	Utilities - Electric	11,151.84	0.00	11,151.84	
			11059224270317	Utilities - Electric	9.53	0.00	9.53	
			11059225100317	Utilities - Gas	483.22	0.00	483.22	
			11059225290317	Utilities - Electric	656.40	0.00	656.40	
			11059225650317	Utilities - Gas	2,607.93	0.00	2,607.93	
			11059226380317	Utilities - Electric	6,888.42	0.00	6,888.42	
			11059227030317	Utilities - Electric	550.00	0.00	550.00	
			11059227060317	Utilities - Electric	2,460.19	0.00	2,460.19	
			11059227230317	Utilities - Electric	4,980.07	0.00	4,980.07	
			11059228050317	Utilities - Electric	6,693.91	0.00	6,693.91	
			11059228580317	Utilities - Electric	11,189.25	0.00	11,189.25	
			61266000050317	Utilities - Gas	3,300.46	0.00	3,300.46	
xxx291221	5/2/17	SAFETY COMPLIANCE MANAGEMENT	041817-01	Training and Conferences	3,150.00	0.00	3,150.00	<b>\$3,150.00</b>
xxx291222	5/2/17	SATELLITE PHONE CO	1704115	Communication Equipment	9,319.40	0.00	9,319.40	<b>\$9,319.40</b>
xxx291223	5/2/17	ALEXEI SADOVNIKOV	618554	Lib - Lost & Damaged Circulation	9.73	0.00	9.73	<b>\$9.73</b>
xxx291224	5/2/17	ARTISTS WORKSHOP	183413-52812	Refund Utility Account Credit	539.62	0.00	539.62	<b>\$539.62</b>
xxx291225	5/2/17	CESIA MURCIA	346994	Refund Recreation Fees	75.00	0.00	75.00	<b>\$75.00</b>
xxx291226	5/2/17	DANIELA GUNTER	346370	Refund Recreation Fees	92.00	0.00	92.00	<b>\$92.00</b>
xxx291227	5/2/17	INTEQ INC	068677	Business License Tax	61.94	0.00	61.94	<b>\$61.94</b>
xxx291228	5/2/17	JERRY LIN	OLIVE#454 DEP	Deposits Payable - Property Management	805.00	0.00	805.00	<b>\$805.00</b>

**List of All Claims and Bills Approved for Payment**  
**For Payments Dated 4/30/2017 through 5/6/2017**

**Sorted by Payment Number**

<b>Payment No.</b>	<b>Payment Date</b>	<b>Vendor Name</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Invoice Amount</b>	<b>Discount Taken</b>	<b>Amount Paid</b>	<b>Payment Total</b>
xxx291229	5/2/17	LAM'S COMPUTER RESEARCH	BL054302-2017	Business License Tax	60.10	0.00	60.10	<b>\$60.10</b>
xxx291230	5/2/17	MARY BAYAN	346776	Refund Recreation Fees	350.00	0.00	350.00	<b>\$350.00</b>
xxx291231	5/4/17	AT&T	0602156347	Utilities - Telephone	374.44	0.00	374.44	<b>\$374.44</b>
xxx291232	5/4/17	AT&T	03/17-04/16/17	Utilities - Mobile Phones - City Mobile Phones	694.09	0.00	694.09	<b>\$694.09</b>
xxx291233	5/4/17	AT&T	000009521860	Utilities - Telephone	1,234.51	0.00	1,234.51	<b>\$2,462.91</b>
			000009521862	Utilities - Telephone	1,228.40	0.00	1,228.40	
xxx291234	5/4/17	ACE FIRE EQUIPMENT & SERVICE CO INC	3975	Supplies, Fire Protection	175.69	0.00	175.69	<b>\$175.69</b>
xxx291235	5/4/17	ACUSHNET CO	903854218	Inventory Purchase	1,143.00	75.60	1,067.40	<b>\$4,289.65</b>
			903866437	Inventory Purchase	1,938.75	132.93	1,805.82	
			903866438	Inventory Purchase	1,152.24	78.33	1,073.91	
			903875740	Inventory Purchase	86.24	5.67	80.57	
			903887313	Inventory Purchase	261.95	0.00	261.95	
xxx291236	5/4/17	ALPHA ANALYTICAL LABORATORIES INC	7032691DPSUN NY	Water Lab Services	2,352.00	0.00	2,352.00	<b>\$7,372.00</b>
			7033081DPSUN NY	Water Lab Services	2,984.00	0.00	2,984.00	
			7033443DPSUN NY	Water Lab Services	2,036.00	0.00	2,036.00	
xxx291237	5/4/17	ALPINE AWARDS INC	5516585	Clothing, Uniforms & Access	112.10	0.00	112.10	<b>\$450.55</b>
			5516636	Clothing, Uniforms & Access	338.45	0.00	338.45	
xxx291238	5/4/17	AMFASOFT CORP	SUSEIG-02	DED Services/Training - Training	437.50	0.00	437.50	<b>\$437.50</b>
xxx291239	5/4/17	APEX LIFE SCIENCES LLC	LAB550304941	Salaries - Contract Personnel	1,120.91	0.00	1,120.91	<b>\$2,246.66</b>
			LAB550304942	Salaries - Contract Personnel	1,125.75	0.00	1,125.75	
xxx291240	5/4/17	APPLIED INDUSTRIAL TECHNOLOGIES	7010153442	Miscellaneous Equipment Parts & Supplies	144.81	0.00	144.81	<b>\$270.71</b>
			7010201638	Miscellaneous Equipment Parts & Supplies	125.90	0.00	125.90	
xxx291241	5/4/17	BMI	9522180	Membership Fees	1,227.60	0.00	1,227.60	<b>\$1,227.60</b>
xxx291242	5/4/17	BAY PRO LANDSCAPE SERVICES INC	E2467	Services Maintain Land Improv	1,890.00	0.00	1,890.00	<b>\$1,890.00</b>
xxx291243	5/4/17	BAY-VALLEY PEST CONTROL INC	0221267	Facilities Maintenance & Repair Labor	59.00	0.00	59.00	<b>\$350.00</b>
			0221268	Facilities Maintenance & Repair Labor	59.00	0.00	59.00	
			0221269	Facilities Maintenance & Repair Labor	59.00	0.00	59.00	
			0221270	Facilities Maintenance & Repair Labor	59.00	0.00	59.00	

**List of All Claims and Bills Approved for Payment**  
**For Payments Dated 4/30/2017 through 5/6/2017**

**Sorted by Payment Number**

<b>Payment No.</b>	<b>Payment Date</b>	<b>Vendor Name</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Invoice Amount</b>	<b>Discount Taken</b>	<b>Amount Paid</b>	<b>Payment Total</b>
			0221271	Facilities Maintenance & Repair Labor	72.00	0.00	72.00	
			0221279	Facilities Maintenance & Repair Labor	42.00	0.00	42.00	
xxx291244	5/4/17	BIBLIOTHECA ITG LLC	SI0026151-US	Library Periodicals/Databases	2,188.29	0.00	2,188.29	<b>\$2,188.29</b>
xxx291245	5/4/17	BURKE WILLIAMS & SORENSEN LLP	212191	Legal Services	7,330.00	0.00	7,330.00	<b>\$7,330.00</b>
xxx291246	5/4/17	CB&I ENVIRONMENTAL & INFRASTRUCTURE INC	306034	Consultants	4,470.00	0.00	4,470.00	<b>\$4,470.00</b>
xxx291247	5/4/17	CALIFORNIA DEPT OF GENERAL SERVICES	1411662	Utilities - Gas	1,105.28	0.00	1,105.28	<b>\$1,105.28</b>
xxx291248	5/4/17	CALIFORNIA SPORTS CENTER	CSC0417	Rec Instructors/Officials	7,904.00	0.00	7,904.00	<b>\$7,904.00</b>
xxx291249	5/4/17	CARBOLINE CO	21443000	Chemicals	292.33	0.00	292.33	<b>\$479.41</b>
			21443947	Chemicals	187.08	0.00	187.08	
xxx291250	5/4/17	CENTRAL LABOR COUNCIL PARTNERSHIP	MARCH2017	DED Services/Training - Books	142.49	0.00	142.49	<b>\$84,245.10</b>
			MARCH2017	Contracts/Service Agreements	84,102.61	0.00	84,102.61	
xxx291251	5/4/17	CHANG TAI DO KARATE & FITNESS	2017-01	Rec Instructors/Officials	3,472.08	0.00	3,472.08	<b>\$3,472.08</b>
xxx291252	5/4/17	CUMMINS PACIFIC LLC	021-27366	Auto Maint & Repair - Labor	7,735.00	0.00	7,735.00	<b>\$13,803.68</b>
			021-27366	Auto Maint & Repair - Materials	6,068.68	0.00	6,068.68	
xxx291253	5/4/17	DLT SOLUTIONS LLC	SI356259	Software Licensing & Support	5,501.08	0.00	5,501.08	<b>\$5,501.08</b>
xxx291254	5/4/17	DEPARTMENT OF JUSTICE	229424	Software As a Service	1,876.98	0.00	1,876.98	<b>\$1,876.98</b>
xxx291255	5/4/17	DEPARTMENT OF TRANSPORTATION	SL170731	Utilities - Electric	6,816.71	0.00	6,816.71	<b>\$6,816.71</b>
xxx291256	5/4/17	EDELMAN CORP	5104	Miscellaneous Equipment	6,900.00	0.00	6,900.00	<b>\$6,900.00</b>
xxx291257	5/4/17	EQUIFAX INFORMATION SERVICES LLC	4171861	General Supplies	22.04	0.00	22.04	<b>\$34.08</b>
			4171861	Investigation Expense	10.03	0.00	10.03	
			4219174	Financial Services	2.01	0.00	2.01	
xxx291259	5/4/17	FERRARA FIRE APPARATUS INC	INV00000W8126	Parts, Vehicles & Motor Equip	588.69	0.00	588.69	<b>\$1,278.13</b>
			2					
			INV00000W8129	Parts, Vehicles & Motor Equip	450.45	0.00	450.45	
			2					
			INV00000W8227	Parts, Vehicles & Motor Equip	238.99	0.00	238.99	
			7					
xxx291260	5/4/17	FISHER SCIENTIFIC CO LLC	6916157	General Supplies	70.79	0.00	70.79	<b>\$744.04</b>
			7202491	General Supplies	673.25	0.00	673.25	
xxx291261	5/4/17	FOSTER BROS SECURITY SYSTEMS INC	288075	Bldg Maint Matls & Supplies	549.36	0.00	549.36	<b>\$549.36</b>

**List of All Claims and Bills Approved for Payment**

For Payments Dated 4/30/2017 through 5/6/2017

Sorted by Payment Number

<b>Payment No.</b>	<b>Payment Date</b>	<b>Vendor Name</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Invoice Amount</b>	<b>Discount Taken</b>	<b>Amount Paid</b>	<b>Payment Total</b>
xxx291262	5/4/17	GALE/CENGAGE LEARNING	60463974	Library Acquisitions, Books	25.29	0.00	25.29	<b>\$170.02</b>
			60464060	Library Acquisitions, Books	144.73	0.00	144.73	
xxx291263	5/4/17	GETINGE USA INC	2163229	Equipment Maintenance & Repair Labor	1,516.50	0.00	1,516.50	<b>\$1,516.50</b>
xxx291264	5/4/17	GOLDEN GATE MECHANICAL INC	3797	Facilities Maint & Repair - Labor	2,543.00	0.00	2,543.00	<b>\$2,543.00</b>
xxx291265	5/4/17	GOLDEN GATE TRUCK CENTER	F005772421:01	Parts, Vehicles & Motor Equip	203.42	0.00	203.42	<b>\$818.80</b>
			F005773108:01	Parts, Vehicles & Motor Equip	170.78	0.00	170.78	
			F005773550:01	Parts, Vehicles & Motor Equip	235.40	0.00	235.40	
			R005075927:02	Auto Maint & Repair - Labor	188.60	0.00	188.60	
			R005075927:02	Auto Maint & Repair - Materials	20.60	0.00	20.60	
xxx291266	5/4/17	GOOSEBUSTERS	108RE	Services Maintain Land Improv	1,035.00	0.00	1,035.00	<b>\$2,047.50</b>
			109RE	Services Maintain Land Improv	1,012.50	0.00	1,012.50	
xxx291267	5/4/17	GORILLA METALS	188461	Parts, Vehicles & Motor Equip	115.06	0.00	115.06	<b>\$1,362.04</b>
			188709	Parts, Vehicles & Motor Equip	28.21	0.00	28.21	
			188822	Parts, Vehicles & Motor Equip	131.07	0.00	131.07	
			188920	Parts, Vehicles & Motor Equip	145.39	0.00	145.39	
			189013	Parts, Vehicles & Motor Equip	165.39	0.00	165.39	
			189055	Parts, Vehicles & Motor Equip	204.45	0.00	204.45	
			189072	Auto Maint & Repair - Labor	5.00	0.00	5.00	
			189072	Auto Maint & Repair - Materials	66.02	0.00	66.02	
			189158	Parts, Vehicles & Motor Equip	55.18	0.00	55.18	
			189389	Parts, Vehicles & Motor Equip	325.40	0.00	325.40	
			189698	Parts, Vehicles & Motor Equip	120.87	0.00	120.87	
xxx291268	5/4/17	GRAINGER	9414956517	General Supplies	65.51	0.00	65.51	<b>\$65.51</b>
xxx291269	5/4/17	H T HARVEY & ASSOC	44814	Consultants	2,769.77	0.00	2,769.77	<b>\$2,769.77</b>
xxx291270	5/4/17	HI-TECH OPTICAL INC	703420	Benefits and Incentives - Prescription Safety Glasses	300.00	0.00	300.00	<b>\$300.00</b>
xxx291271	5/4/17	HOWARD ROME MARTIN & RIDLEY LLP	36266	Legal Services	320.00	0.00	320.00	<b>\$420.55</b>
			36267	Legal Services	100.55	0.00	100.55	
xxx291272	5/4/17	HUMANE SOCIETY SILICON VALLEY	125376	Contracts/Service Agreements	15,050.88	0.00	15,050.88	<b>\$15,050.88</b>
xxx291273	5/4/17	ICE MACHINE RENTALS	34654	Miscellaneous Services	150.08	0.00	150.08	<b>\$150.08</b>
xxx291274	5/4/17	INGRAM LIBRARY SERVICES INC	98302283	Library Acquisitions, Books	360.93	0.00	360.93	<b>\$25,599.94</b>



**List of All Claims and Bills Approved for Payment**

For Payments Dated 4/30/2017 through 5/6/2017

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
			98302284	Library Acquisitions, Books	4,913.22	0.00	4,913.22	
			98302284	Library Materials Preprocessing	341.28	0.00	341.28	
			98302285	Library Acquisitions, Books	8,390.51	0.00	8,390.51	
			98302285	Library Materials Preprocessing	552.56	0.00	552.56	
			98302286	Library Acquisitions, Books	6,780.67	0.00	6,780.67	
			98302286	Library Materials Preprocessing	792.05	0.00	792.05	
			98302287	Library Acquisitions, Books	3,072.12	0.00	3,072.12	
			98302287	Library Materials Preprocessing	396.60	0.00	396.60	
xxx291275	5/4/17	INSIGHT PUBLIC SECTOR INC	1100528107	Communication Equipment	2,085.25	0.00	2,085.25	<b>\$6,380.16</b>
			1100528524	Software Licensing & Support	4,294.91	0.00	4,294.91	
xxx291276	5/4/17	INTERNATIONAL PAPER CO	P0014038-01	Recycling Services	66.75	0.00	66.75	<b>\$66.75</b>
xxx291277	5/4/17	IRVINE & JACHENS INC	1863	Clothing, Uniforms & Access	236.53	0.00	236.53	<b>\$3,203.16</b>
			1865	Clothing, Uniforms & Access	2,966.63	0.00	2,966.63	
xxx291278	5/4/17	JACOBSEN WEST	90095087	Parts, Vehicles & Motor Equip	58.90	0.00	58.90	<b>\$634.30</b>
			90101823	Parts, Vehicles & Motor Equip	198.79	0.00	198.79	
			90101897	Parts, Vehicles & Motor Equip	58.90	0.00	58.90	
			90108961	Parts, Vehicles & Motor Equip	10.56	0.00	10.56	
			90108962	Parts, Vehicles & Motor Equip	84.99	0.00	84.99	
			90109016	Parts, Vehicles & Motor Equip	98.25	0.00	98.25	
			90109165	Parts, Vehicles & Motor Equip	81.63	0.00	81.63	
			90109500	Parts, Vehicles & Motor Equip	42.28	0.00	42.28	
xxx291279	5/4/17	JAVELCO EQUIPMENT SERVICE INC	51805	Hand Tools	1,166.38	0.00	1,166.38	<b>\$1,166.38</b>
xxx291280	5/4/17	JOBTRAIN	FEB2017	Contracts/Service Agreements	33,078.00	0.00	33,078.00	<b>\$67,393.00</b>
			MARCH2017	Contracts/Service Agreements	34,315.00	0.00	34,315.00	
xxx291281	5/4/17	JONES & MADHAVAN	1868	Engineering Services	1,360.00	0.00	1,360.00	<b>\$1,360.00</b>
xxx291282	5/4/17	KME FIRE APPARATUS	CA540282	Parts, Vehicles & Motor Equip	178.33	0.00	178.33	<b>\$178.33</b>
xxx291283	5/4/17	KATHERINE CHEW	48617	DED Services/Training - Books	518.15	0.00	518.15	<b>\$518.15</b>
xxx291284	5/4/17	KELLY MOORE PAINT CO INC	820-320902	Bldg Maint Matls & Supplies	47.47	0.00	47.47	<b>\$47.47</b>
xxx291285	5/4/17	KELLY PAPER CO	8538622	Printing & Related Services	398.12	0.00	398.12	<b>\$398.12</b>
xxx291286	5/4/17	KENT BEALL	989459-6111428	DED Services/Training - Books	204.72	0.00	204.72	<b>\$204.72</b>
xxx291287	5/4/17	KIMLEY HORN & ASSOC INC	9098507	Consultants	29,526.35	0.00	29,526.35	<b>\$29,526.35</b>

**List of All Claims and Bills Approved for Payment**

For Payments Dated 4/30/2017 through 5/6/2017

Sorted by Payment Number

<b>Payment No.</b>	<b>Payment Date</b>	<b>Vendor Name</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Invoice Amount</b>	<b>Discount Taken</b>	<b>Amount Paid</b>	<b>Payment Total</b>
xxx291288	5/4/17	KOHLWEISS AUTO PARTS INC	01PG1145	Inventory Purchase	6.41	0.13	6.28	<b>\$6.28</b>
xxx291289	5/4/17	L N CURTIS & SONS INC	INV93422	Inventory Purchase	3,939.09	0.00	3,939.09	<b>\$4,810.40</b>
			INV94367	Inventory Purchase	453.64	0.00	453.64	
			INV94921	Inventory Purchase	306.16	0.00	306.16	
			INV95514	Clothing, Uniforms & Access	111.51	0.00	111.51	
xxx291290	5/4/17	L3 COMMUNICATIONS MOBILE VISION INC	0254389-IN	Comm Equip Maintain & Repair - Materials 2	374.65	0.00	374.65	<b>\$514.92</b>
			0255761-IN	Misc Equip Maint & Repair - Labor	140.27	0.00	140.27	
xxx291291	5/4/17	LTI ELECTRIC INC	2114	Facilities Maint & Repair - Labor	600.00	0.00	600.00	<b>\$1,009.00</b>
			2114	Facilities Maint & Repair - Materials	409.00	0.00	409.00	
xxx291292	5/4/17	LANGUAGE SELECT LLC	42868	Miscellaneous Services	741.71	0.00	741.71	<b>\$741.71</b>
xxx291293	5/4/17	LELAND SAYLOR & ASSOCIATES INC	0027291	Engineering Services	2,884.00	0.00	2,884.00	<b>\$2,884.00</b>
xxx291294	5/4/17	LEONORA WANG	CK REQ 17-186	DED Services/Training - Books	191.00	0.00	191.00	<b>\$191.00</b>
xxx291295	5/4/17	LESLIES POOL SUPPLIES INC	3025-51054	Materials - Land Improve	43.47	0.00	43.47	<b>\$821.49</b>
			3025-51195	Hand Tools	509.42	0.00	509.42	
			3025-51250	Chemicals	268.60	0.00	268.60	
xxx291296	5/4/17	LOZANO SUNNYVALE CAR WASH	035	Auto Maint & Repair - Labor	1,000.00	0.00	1,000.00	<b>\$1,000.00</b>
xxx291297	5/4/17	LYNGSO GARDEN MATERIALS INC	930922	Materials - Land Improve	1,542.35	0.00	1,542.35	<b>\$1,542.35</b>
xxx291298	5/4/17	M-GROUP	3005	Professional Services	507.50	0.00	507.50	<b>\$507.50</b>
xxx291299	5/4/17	MSI FUEL MANAGEMENT INC	4205	Auto Maint & Repair - Labor	570.00	0.00	570.00	<b>\$570.00</b>
xxx291300	5/4/17	MAD SCIENCE OF THE BAY AREA	20703	Rec Instructors/Officials	3,328.00	0.00	3,328.00	<b>\$6,208.00</b>
			20905	Rec Instructors/Officials	2,880.00	0.00	2,880.00	
xxx291301	5/4/17	MALLORY SAFETY & SUPPLY LLC	4254571	Inventory Purchase	207.19	0.00	207.19	<b>\$741.89</b>
			4254577	Inventory Purchase	120.33	0.00	120.33	
			4256027	Inventory Purchase	414.37	0.00	414.37	
xxx291302	5/4/17	MAXIM HEALTH SYSTEMS LLC	WELL7744412416	City Wellness Program	1,292.00	0.00	1,292.00	<b>\$1,292.00</b>
xxx291303	5/4/17	MCMASTER CARR SUPPLY CO	24184099	Miscellaneous Equipment Parts & Supplies	291.21	0.00	291.21	<b>\$606.08</b>
			24184245	Miscellaneous Equipment Parts & Supplies	314.87	0.00	314.87	
xxx291304	5/4/17	MIDWEST TAPE	94951318	Library Acquis, Audio/Visual	1,690.41	0.00	1,690.41	<b>\$6,485.79</b>
			94951319	Library Acquis, Audio/Visual	803.38	0.00	803.38	
			94951353	Library Acquis, Audio/Visual	1,218.27	0.00	1,218.27	

**List of All Claims and Bills Approved for Payment**  
**For Payments Dated 4/30/2017 through 5/6/2017**

**Sorted by Payment Number**

<b>Payment No.</b>	<b>Payment Date</b>	<b>Vendor Name</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Invoice Amount</b>	<b>Discount Taken</b>	<b>Amount Paid</b>	<b>Payment Total</b>
			94972273	Library Acquis, Audio/Visual	1,696.19	0.00	1,696.19	
			94972275	Library Acquis, Audio/Visual	286.52	0.00	286.52	
			94972276	Library Acquis, Audio/Visual	791.02	0.00	791.02	
xxx291305	5/4/17	MOUNTAIN VIEW LOS ALTOS ADULT SCHOOL	041717 MA	DED Services/Training - Training	855.00	0.00	855.00	<b>\$855.00</b>
xxx291306	5/4/17	MUNICIPAL MAINTENANCE EQUIPMENT INC	0117727-IN	Parts, Vehicles & Motor Equip	252.66	0.00	252.66	<b>\$4,054.56</b>
			0117811-IN	Parts, Vehicles & Motor Equip	455.76	0.00	455.76	
			0117812-IN	Parts, Vehicles & Motor Equip	691.97	0.00	691.97	
			0117965-IN	Parts, Vehicles & Motor Equip	131.37	0.00	131.37	
			0118006-IN	Parts, Vehicles & Motor Equip	832.78	0.00	832.78	
			0118092-IN	Parts, Vehicles & Motor Equip	270.87	0.00	270.87	
			0118156-IN	Parts, Vehicles & Motor Equip	87.34	0.00	87.34	
			0118267-IN	Parts, Vehicles & Motor Equip	74.07	0.00	74.07	
			0118310-IN	Parts, Vehicles & Motor Equip	247.20	0.00	247.20	
			0118390-IN	Parts, Vehicles & Motor Equip	1,010.54	0.00	1,010.54	
xxx291307	5/4/17	NET TRANSCRIPTS INC	0009374-IN	Investigation Expense	441.95	0.00	441.95	<b>\$838.62</b>
			0012317-IN	Investigation Expense	108.65	0.00	108.65	
			0012493-IN	Investigation Expense	288.02	0.00	288.02	
xxx291308	5/4/17	NEXTEL COMMUNICATIONS	223865314-185	Utilities - Mobile Phones - City Mobile Phones	151.96	0.00	151.96	<b>\$151.96</b>
xxx291309	5/4/17	NORTH STATE ENVIRONMENTAL	048914	HazMat Disposal - Hazardous Waste Disposal	3,318.44	0.00	3,318.44	<b>\$3,318.44</b>
xxx291310	5/4/17	ORLANDI TRAILER INC	160727	Parts, Vehicles & Motor Equip	258.65	0.00	258.65	<b>\$427.51</b>
			160729	Parts, Vehicles & Motor Equip	130.88	0.00	130.88	
			160766	Parts, Vehicles & Motor Equip	7.43	0.00	7.43	
			160919	Parts, Vehicles & Motor Equip	30.55	0.00	30.55	
xxx291311	5/4/17	OVERDRIVE INC	0910-000244077	Library Periodicals/Databases	7.99	0.00	7.99	<b>\$7.99</b>
xxx291312	5/4/17	PAYFLEX SYSTEMS USA INC	128934-982238	Insurances - Depend Care & Health Care Rmb Admin Fees	839.28	0.00	839.28	<b>\$839.28</b>
xxx291313	5/4/17	PACIFIC JANITORIAL SUPPLY CO	30042236	Inventory Purchase	43.43	0.00	43.43	<b>\$59.45</b>
			30042340	Inventory Purchase	16.02	0.00	16.02	
xxx291314	5/4/17	PAN ASIAN PUBLICATIONS INC	U-15142	Library Acquis, Audio/Visual	232.41	0.00	232.41	<b>\$1,733.81</b>

**List of All Claims and Bills Approved for Payment**

For Payments Dated 4/30/2017 through 5/6/2017

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
			U-15149	Library Acquis, Audio/Visual	677.74	0.00	677.74	
			U-15152	Library Acquis, Audio/Visual	304.82	0.00	304.82	
			U-15153	Library Acquis, Audio/Visual	518.84	0.00	518.84	
xxx291315	5/4/17	PENINSULA BATTERY INC	120757	Inventory Purchase	568.78	0.00	568.78	<b>\$568.78</b>
xxx291316	5/4/17	PIETRO LO FRIA	CK REQ 17-185	DED Services/Training - Books	233.15	0.00	233.15	<b>\$233.15</b>
xxx291317	5/4/17	POLYDYNE INC	1129324	Chemicals	28,895.58	0.00	28,895.58	<b>\$28,895.58</b>
xxx291318	5/4/17	R E P NUT N BOLT GUY	28121	Inventory Purchase	245.27	0.00	245.27	<b>\$245.27</b>
xxx291319	5/4/17	REED & GRAHAM INC	884984	Materials - Land Improve	415.69	0.00	415.69	<b>\$5,683.57</b>
			885121	Materials - Land Improve	678.23	0.00	678.23	
			885224	Materials - Land Improve	2,248.72	0.00	2,248.72	
			885323	Materials - Land Improve	700.57	0.00	700.57	
			885474	Materials - Land Improve	1,640.36	0.00	1,640.36	
xxx291320	5/4/17	SC FUELS	3296356	Inventory Purchase	20,389.91	0.00	20,389.91	<b>\$20,389.91</b>
xxx291321	5/4/17	SCS ENGINEERS	0297896	Engineering Services	4,067.50	0.00	4,067.50	<b>\$4,067.50</b>
xxx291322	5/4/17	SAFEWAY INC	434114-041817	Food Products	94.76	0.00	94.76	<b>\$248.95</b>
			723068-050117	Food Products	18.99	0.00	18.99	
			729338-041917	General Supplies	36.24	0.00	36.24	
			800180-042417	Food Products	32.07	0.00	32.07	
			801573-042717	General Supplies	4.81	0.00	4.81	
			801723-041917	Special Events	36.11	0.00	36.11	
			803279-050117	Food Products	10.56	0.00	10.56	
			805719-042417	Food Products	15.41	0.00	15.41	
xxx291323	5/4/17	SANTA CLARA ADULT EDUCATION	13394	DED Services/Training - Training	33.50	0.00	33.50	<b>\$10,731.80</b>
			13395	DED Services/Training - Training	10,698.30	0.00	10,698.30	
xxx291324	5/4/17	SARAH GRAVES	SG2017MA	Rec Instructors/Officials	1,500.66	0.00	1,500.66	<b>\$1,500.66</b>
xxx291325	5/4/17	SHRED-IT USA	8122066152	Records Related Services	169.40	0.00	169.40	<b>\$227.45</b>
			8122171922	Records Related Services	58.05	0.00	58.05	
xxx291326	5/4/17	SIERRA PACIFIC TURF SUPPLY INC	0499627-IN	Materials - Land Improve	178.59	0.00	178.59	<b>\$178.59</b>
xxx291327	5/4/17	SILICON VALLEY SECURITY & PATROL INC	2031478	Professional Services	500.00	0.00	500.00	<b>\$1,850.00</b>
			2031497	Professional Services	500.00	0.00	500.00	
			2031530	Professional Services	350.00	0.00	350.00	

**List of All Claims and Bills Approved for Payment**

For Payments Dated 4/30/2017 through 5/6/2017

Sorted by Payment Number

<b>Payment No.</b>	<b>Payment Date</b>	<b>Vendor Name</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Invoice Amount</b>	<b>Discount Taken</b>	<b>Amount Paid</b>	<b>Payment Total</b>
			2031653	Professional Services	500.00	0.00	500.00	
xxx291328	5/4/17	SMART & FINAL INC	030348-042817	Food Products	13.98	0.00	13.98	<b>\$418.24</b>
			031476-050217	Food Products	94.22	0.00	94.22	
			109661-040517	Food Products	39.96	0.00	39.96	
			157240-040517	Food Products	19.98	0.00	19.98	
			158964-040717	Food Products	19.61	0.00	19.61	
			167299-041817	Food Products	163.34	0.00	163.34	
			167304-041817	Food Products	62.16	0.00	62.16	
			167304-041817	General Supplies	4.99	0.00	4.99	
xxx291329	5/4/17	STATCOMM INC	118006	Facilities Maint & Repair - Labor	6,390.00	0.00	6,390.00	<b>\$6,434.53</b>
			118006	Facilities Maint & Repair - Materials	44.53	0.00	44.53	
xxx291330	5/4/17	SUPPLYWORKS	398924639	Inventory Purchase	249.61	2.29	247.32	<b>\$247.32</b>
xxx291331	5/4/17	SUZANNE LUFT	97	Rec Instructors/Officials	517.50	0.00	517.50	<b>\$517.50</b>
xxx291332	5/4/17	TMT ENTERPRISES INC	89697	Materials - Land Improve	1,389.46	0.00	1,389.46	<b>\$1,389.46</b>
xxx291333	5/4/17	TELSTAR INSTRUMENTS INC	89589	Miscellaneous Equipment Parts & Supplies	16,711.17	0.00	16,711.17	<b>\$16,711.17</b>
xxx291334	5/4/17	TIGER MARTIAL ARTS ACADEMY INC	33017	Rec Instructors/Officials	1,508.50	0.00	1,508.50	<b>\$1,508.50</b>
xxx291335	5/4/17	TRENDTEC INC	265858	Salaries - Contract Personnel	1,548.02	0.00	1,548.02	<b>\$3,369.22</b>
			265923	Salaries - Contract Personnel	1,821.20	0.00	1,821.20	
xxx291336	5/4/17	UNITED SITE SERVICES INC	114-5160803	Equipment Rental/Lease	137.61	0.00	137.61	<b>\$137.61</b>
xxx291337	5/4/17	UNITED STATES TREASURY	ID#94-6000438	Alternative Fuel User Tax Credit	963.92	0.00	963.92	<b>\$963.92</b>
xxx291338	5/4/17	W A KRAUSS & CO INC	201704	Professional Services	167.75	0.00	167.75	<b>\$167.75</b>
xxx291339	5/4/17	WEST VALLEY STAFFING GROUP	197809	Professional Services	2,927.58	0.00	2,927.58	<b>\$8,124.85</b>
			198439	Professional Services	2,631.62	0.00	2,631.62	
			199191	Professional Services	2,565.65	0.00	2,565.65	
xxx291340	5/4/17	WESTERN CONTRACT INTERIORS	21289TO	Furniture	32,137.96	0.00	32,137.96	<b>\$32,137.96</b>
xxx291341	5/4/17	WINSUPPLY OF SILICON VALLEY	673036 00	Materials - Land Improve	165.28	0.00	165.28	<b>\$165.28</b>
xxx291342	5/4/17	WITMER TYSON IMPORTS INC	T11924	Canine Program Expenditures	650.00	0.00	650.00	<b>\$1,300.00</b>
			T11971	Canine Program Expenditures	650.00	0.00	650.00	
xxx291343	5/4/17	PACIFIC GAS & ELECTRIC CO	03142830050217	Utilities - Electric	-5,820.84	0.00	-5,820.84	<b>\$52,306.15</b>
			03142830050417	Utilities - Electric	54,107.85	0.00	54,107.85	
			03958470700417	Utilities - Electric	3,315.15	0.00	3,315.15	

**List of All Claims and Bills Approved for Payment**  
**For Payments Dated 4/30/2017 through 5/6/2017**

**Sorted by Payment Number**

<b>Payment No.</b>	<b>Payment Date</b>	<b>Vendor Name</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Invoice Amount</b>	<b>Discount Taken</b>	<b>Amount Paid</b>	<b>Payment Total</b>
			60225901100417	Utilities - Gas	511.81	0.00	511.81	
			91290311060417	Utilities - Electric	80.64	0.00	80.64	
			SVVT136202031	Utilities - Electric	111.54	0.00	111.54	
			7					
xxx291344	5/4/17	ANN SHAN	344308	Refund Recreation Fees	35.00	0.00	35.00	<b>\$35.00</b>
xxx291345	5/4/17	HUSNU & OZLEM MASARACIOGLU	167433-12678	Refund Utility Account Credit	207.03	0.00	207.03	<b>\$207.03</b>
xxx291346	5/4/17	NICK RUIZ	347314	Refund Recreation Fees	90.00	0.00	90.00	<b>\$90.00</b>
xxx291347	5/4/17	WALTON ENGINEERING INC	188201-34756	Refund Utility Account Credit	3,982.96	0.00	3,982.96	<b>\$3,982.96</b>
<b>Grand Total Payment Amount</b>								<b><u>\$968,221.16</u></b>



# City of Sunnyvale

## Agenda Item

---

17-0358

Agenda Date: 5/23/2017

---

### REPORT TO COUNCIL

#### SUBJECT

Authorize the Modification of an Existing Purchase Order for Computer Hardware (F17-108)

#### REPORT IN BRIEF

Approval is requested to modify an existing purchase order with Dell Marketing L.P. of Round Rock, TX, to increase the not-to-exceed value to \$800,000 for the Purchase Order period from May 17, 2016 to December 31, 2017.

#### EXISTING POLICY

Pursuant to Chapter 2.08 of the Sunnyvale Municipal Code, contracts greater than \$100,000 require Council approval

#### ENVIRONMENTAL REVIEW

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

#### BACKGROUND AND DISCUSSION

In May 2016, Council authorized the issuance of a purchase order to Dell Marketing (RTC No. 16-0449) for ongoing, scheduled replacement of computer equipment using the Western States Contracting Alliance - National Association of State Procurement Officials (WSCA/NASPO) cooperative procurement agreement to take advantage of large volume discounts and reduce the procurement cycle time. Council approval included an initial nineteen-month purchase order in the amount of \$450,000 with successive annual renewals not-to-exceed budgeted amounts, subject to participation in WSCA/NASPO cooperative procurement process.

As part of the City’s work to modernize its Information Technology infrastructure, staff is requesting that the initial PO be increased to cover the procurement of replacement monitors in conference rooms, equipment on behalf of the Silicon Valley Clean Energy Authority (the cost for the purchase was fully reimbursed), upgraded equipment for some employees, and replacement of desktops with laptops to enhance mobility and effectiveness of use. These purchases have already been made, therefore this increase is requested to be retroactive to August of 2016. Staff’s typical approach is to award contracts not to exceed budgeted amounts for goods and services. This allows for flexibility to meet changing demands within budget. In this case, staff inadvertently recommended that the authority be limited to term extensions, and therefore, although still within budget, must return to Council for additional dollar authority

The Dell Marketing blanket order does not expire until December 31, 2017 and has approximately

\$57,500 (9.5%) remaining. Projections for new equipment before expiration of the blanket order include:

Computers for 6 new staff (PCs/monitors/laptops)	\$ 10,500
Rugged laptops (5) for ESD (Water Crews)	\$ 27,000
PC upgrades	\$ 10,000
PC replacements	\$ 95,000
Replacement of recruitment tablets in Human Resources	<u>\$ 10,500</u>
Total	\$153,000

### **FISCAL IMPACT**

Budgeted funds are available in the Information Technology Equipment Replacement Fund.

### **Funding Source**

Funds are budgeted primarily in Fund 595, General Services, Subfund 350, Technology and Communication Services.

### **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**

Make a finding of exemption from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378(a); authorize the City Manager to amend the exiting purchase order with Dell Computer for computer equipment to increase the not-to-exceed amount from \$450,000 to \$800,000.

Prepared by: Noel Dietz, Acting Purchasing Officer  
Reviewed by: Timothy J. Kirby, Director of Finance  
Reviewed by: Kathleen Boutté Foster, Chief Information Officer  
Reviewed by: Walter C. Rossmann, Assistant City Manager  
Approved by: Deanna J. Santana, City Manager

### **ATTACHMENT**

1. Draft Purchase Order





City of Sunnyvale  
California

Draft Revised Blanket Purchase Order NO BL007133

<b>ORDERED FROM</b> 08450 - 001  (800) 981-3355  Dell Marketing LP Dell Computer Corp 1 Dell Wy Round Rock, TX 78682	ORDER DATE	<b>BILL TO:</b>  <b>City of Sunnyvale</b> <b>Finance Department</b> <b>Accounts Payable</b> <b>PO Box 3707</b> <b>Sunnyvale, CA 94088-3707</b>
	EFFECTIVE DATE 5/17/2016	
	EXPIRATION DATE 12/31/2017	
	CONTRACT AMOUNT \$800,000.00	
REQUISITIONING DEPARTMENT (4501) ITD/Information Technology Services	FOB	FREIGHT CHARGES
	PAYMENT TERMS N/30	BID NO

ITEM	DESCRIPTION	UNIT	UNIT COST
1	<p>Furnish new Dell computer equipment per terms and conditions of the Western States Contracting Alliance - MNWNC-108, which is incorporated herein by this reference.</p> <p>Individual orders shall be quoted and approved by City staff prior to order being placed.</p> <p>Requisition Number: RQ016142</p> <p>Awarded by Council 05/17/2016, RTC # 16-0449.</p> <p>Change Order No. 1: All orders shall be placed only by Jaré Longacre or Catlin Ivanetich.</p> <p>Change Order No. 2: To increase contract amount by \$150,000 and remove Jare Longacre as an approved purchaser. To add Patricia Pickett and Anna Lewis as approved purchasers.</p> <p>All orders shall be placed only by Patricia Pickett, Anna Lewis, or Catlin Ivanetich. Requisition No. RQ016734</p> <p>Change Order No. 3: Increase contract amount by \$200,000.00 for a not-to-exceed total of \$800,000.00. Requisition No. RQ017534 Approved by Council _____, RTC No. 17-0358.</p>	DLR	\$1.0000



**AUTHORIZED DEPARTMENT(S)**

NO	DEPT NAME	RELEASE AMT
4501	ITD/Information Technology Services	\$800,000.00

**DOCUMENT TERMS**

Invoices must be sent directly to Accounts Payable by mail to the address above or by e-mail to [accountspayable@ci.sunnyvale.ca.us](mailto:accountspayable@ci.sunnyvale.ca.us) and must reference the purchase order number. Failure to comply will result in a delay in payment processing.

This purchase order is subject to the City of Sunnyvale Standard Terms and Conditions for the Purchase of Goods, dated 10/8/2010, a copy of which is attached and incorporated by reference (Form #TCBPO-G).

**BUYER:**

Dietz, Noel

**PHONE** (408) 730-7399

**FAX** (408) 730-7710



# City of Sunnyvale

## Agenda Item

---

17-0363

Agenda Date: 5/23/2017

---

### REPORT TO COUNCIL

#### **SUBJECT**

Adopt a Resolution to Authorize the Filing of Fiscal Year 2017/18 Transportation Development Act (TDA) Article 3 Application for the Mary Avenue Bicycle Lanes Project Phase 2

#### **BACKGROUND**

TDA Article 3 is a source of funds created by State legislation and processed through the Santa Clara Valley Transportation Authority (VTA) and Metropolitan Transportation Commission (MTC) that annually returns to local agencies sales tax revenues earmarked for bicycle and pedestrian projects. The eligibility requirements to receive funds in Fiscal Year (FY) 2017/18 funding cycle from VTA and MTC are: 1) the City must submit potential projects that have been reviewed by the City's Bicycle and Pedestrian Advisory Commission (BPAC); 2) be in an approved bicycle, pedestrian, transit, multimodal, complete streets, or other relevant plan; 3) have environmental clearance prior to expenditure (for construction projects only); 4) have an authorizing resolution (Attachment 1); and, 5) able to begin construction within one year. In FY 2017/18, \$131,140 is guaranteed to the City for eligible projects.

The BPAC considered FY 2017/18 TDA candidate projects at its March 16, 2017 meeting (Attachment 2 - Excerpt of March 16, 2017 meeting minutes) and April 20, 2017 meeting. At the April 20, 2017 meeting, BPAC voted 4-0 against staff's recommendation with Commissioners Welch and Okuzumi absent (Attachment 3 - Excerpt from April 20, 2017 draft meeting minutes).

#### **EXISTING POLICY**

**General Plan, Chapter 3, *Land Use and Transportation Element*:**

- **Policy LT 5.5** - Support a variety of transportation modes.
- **Policy LT 5.7** - Pursue local, state, and federal transportation funding sources to finance City transportation capital improvement projects consistent with City priorities.
- **Policy LT 5.8** - Provide a safe and comfortable system of pedestrian and bicycle pathways.

#### **ENVIRONMENTAL REVIEW**

The Council adopted a Mitigated Negated Declaration for the Mary Avenue Bike Lanes on October 12, 2013.

#### **DISCUSSION**

The determination of candidate TDA Article 3 projects for FY 2017/18 was based on review of budgeted and unbudgeted projects in the adopted Resource Allocation Plan, TDA eligibility requirements, consideration of the Pedestrian Safety and Opportunities Study, Bicycle Capital Improvement Program and Bicycle Plan, School Traffic Study, citizen requests, as well as, Commission members' and staff's knowledge of bicycle and pedestrian facility safety priority needs in

the City.

Staff identified and prioritized three candidate projects for BPAC's consideration listed below in order of priority:

1. Mary Avenue Bicycle Lanes Project Phase 2  
Description: Installation of bike lanes from Evelyn Avenue to Maude Avenue.  
Approximate Cost: \$885,500
2. Sunnyvale Bicycle Master Plan Update  
Description: Update the existing 2006 Sunnyvale Bicycle Master Plan.  
Approximate Cost: \$350,000
3. One Bay Area Grant (OBAG) Cycle 2- Matching Grant Funds  
Description: Local matching grant funds for six approved OBAG Cycle 2 projects.  
Approximate Cost: \$2.13 Million

Staff's top priority and preference for use of the TDA grant funds is to complete the Mary Avenue Bicycle Lanes Project Phase 2 from Evelyn Avenue to Maude Avenue. On October 8, 2013, City Council approved the Mary Avenue Bicycle Lanes Project and selected a design concept to construct bike lanes from Fremont Avenue to Maude Avenue. The project includes removal of the existing striping, pavement repairs, slurry seal, new striping, new bike lanes, green bike lanes at the conflict points with dedicated right-turn pockets (at the intersections with California, Central, and Corte Madera), and signal modifications.

Based on the estimate and available funding, the project had to be implemented in two phases. The first phase of the project from Fremont Avenue to Evelyn Avenue was completed in Spring 2017. The second phase of the project from Evelyn Avenue to Maude Avenue went out to bid for construction in March 2017. The lowest responsive and responsible bid will require an additional \$283,500 over the \$602,000 available budget to complete the construction of Phase 2 of the project. The guaranteed TDA FY 2017/18 funds would be used to supplement the construction cost of the project.

However, BPAC voted against staff's recommendation. BPAC's recommendation was to use the TDA funding for improvements at selected off-street paths which included removal of barriers such as bollards and chicanes, installing curb ramps, and painting no parking zones (red curbs) 10 feet on each side of the entrance to the off-street paths. In addition, BPAC provided the locations where these off-street path improvements should be considered (Attachment 2 - Excerpt from BPAC March 16, 2017 meeting minutes). BPAC also stated that if the City could not fund the shortfall of the Mary Avenue Bicycle Lanes Project Phase 2 from TIF funds, then this TDA grant fund may be used for bridging the gap for the Mary Avenue fund shortfall. BPAC voted in favor of their recommendation for use of TDA funds 4-0 (two Commissioners were absent).

### **FISCAL IMPACT**

No fiscal impact to submit an application for TDA grant funding. TDA Article 3 is a program that reimburses cities for the incurred costs of selected projects. No local matching funds are required for Guarantee Fund projects. The VTA estimates the City will receive funds in the amount of \$131,140 from the City Guarantee Fund apportionment. New revenue constitutes a positive fiscal impact.

**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.

The BPAC also held a public hearing on this item at its March 16, 2017 and April 20, 2017 meetings (Attachment 2 and 3 respectively).

**BOARD/COMMISSION AND STAFF RECOMMENDATION**

Adopt a resolution authorizing the filing of Fiscal Year 2017/18 Transportation Development Act Article 3 application requesting MTC for an allocation of \$131,140 for FY 2017/18 to be used for the construction of the Mary Avenue Bicycle Lanes Project Phase 2 from Evelyn Avenue to Maude Avenue.

While BPAC voted against staff's recommendation, staff is requesting the TDA funds be used to complete the construction of the Mary Avenue Bicycle Lanes Project Phase 2. The project would complete a much-needed Citywide north-south bicycle corridor. In addition, staff is currently preparing an Americans with Disabilities Act (ADA) Self Evaluation and Transition Plan Update, which entails surveying all the off-street paths for ADA compliance. Once completed, the Plan will prioritize and list recommendations to mitigate these off-street paths' barriers should they not be in compliance. Staff at that time will seek grant funding to improve the off-street paths not in compliance. Furthermore, for a project to use TDA grant funds it must be included in a locally approved bicycle, pedestrian, transit, multimodal, complete streets, or other relevant plan. The off-street paths improvements proposed by the BPAC are not included in any of these plans as of yet, and therefore will not qualify for use of TDA grant funds.

Prepared by: Carol Shariat, Principal Transportation Engineer  
Reviewed by: Shahid Abbas, Transportation and Traffic Manager  
Reviewed by: Manuel Pineda, Director, Public Works  
Reviewed by: Kent Steffens, Assistant City Manager  
Approved by: Deanna J. Santana, City Manager

**ATTACHMENTS**

1. Resolution Approving FY 2017/18 TDA Article 3 Application
2. Excerpt from the BPAC meeting minutes of March 16, 2017
3. Excerpt from the BPAC Draft meeting minutes of April 20, 2017

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUNNYVALE TO AUTHORIZE THE SUBMISSION OF AN APPLICATION TO THE METROPOLITAN TRANSPORTATION COMMISSION FOR THE ALLOCATION OF FISCAL YEAR 2017-2018 TRANSPORTATION DEVELOPMENT ACT, ARTICLE 3 (TDA ARTICLE 3) PEDESTRIAN/BICYCLE PROJECT FUNDING FOR THE MARY AVENUE BICYCLE LANE PROJECT PHASE 2**

WHEREAS, Article 3 of the Transportation Development Act ("TDA Article 3"), Public Utilities Code ("PUC") Section 99200 et seq., authorizes the submission of claims to a regional transportation planning agency for the funding of projects exclusively for the benefit and/or use of pedestrians and bicyclists; and

WHEREAS, the Metropolitan Transportation Commission ("MTC"), as the regional transportation planning agency for the San Francisco Bay region, has adopted MTC Resolution No.4108, entitled "Transportation Development Act, Article 3, Pedestrian and Bicycle Projects," which delineates procedures and criteria for submission of requests for the allocation of TDA Article 3 funding; and

WHEREAS, MTC Resolution No. 4108 requires that requests for the allocation of TDA Article 3 funding be submitted as part of a single, countywide coordinated claim from each county in the San Francisco Bay region; and

WHEREAS, the City of Sunnyvale desires to submit a request to MTC for the allocation of TDA Article 3 funds to support the Mary Avenue Bicycle Lane project described in Exhibit B to this resolution, which are for the exclusive benefit and/or use of pedestrians and/or bicyclists.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUNNYVALE THAT:

1. The City of Sunnyvale declares it is eligible to request an allocation of TDA 3 funds pursuant to Section 99234 of the Public Utilities Code.
2. There is no pending or threatened litigation that might adversely affect the project described in Exhibit B to this resolution, or that might impair the ability of the City of Sunnyvale to carry out the project.
3. The project has been reviewed by the Bicycle and Pedestrian Advisory Commission ("BPAC") of the City of Sunnyvale.

4. The City of Sunnyvale attests to the accuracy of and approves the statements in Exhibit A to this resolution.

5. A certified copy of this resolution and its attachments, and any accompanying supporting materials shall be forwarded to the congestion management agency, countywide transportation planning agency, or county association of governments, as the case may be, of Santa Clara County for submission to MTC as part of the countywide coordinated TDA Article 3 claim.

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**

### **Findings**

1. That the CITY OF SUNNYVALE is not legally impeded from submitting a request to the Metropolitan Transportation Commission for the allocation of Transportation Development Act (TDA) Article 3 funds, nor is the CITY OF SUNNYVALE legally impeded from undertaking the project(s) described in “Attachment B” of this resolution.
2. That the CITY OF SUNNYVALE has committed adequate staffing resources to complete the project(s) described in Attachment B.
3. A review of the project(s) described in Attachment B has resulted in the consideration of all pertinent matters, including those related to environmental and right-of-way permits and clearances, attendant to the successful completion of the project(s).
4. Issues attendant to securing environmental and right-of-way permits and clearances for the projects described in Attachment B have been reviewed and will be concluded in a manner and on a schedule that will not jeopardize the deadline for the use of the TDA funds being requested.
5. That the project(s) described in Attachment B comply with the requirements of the California Environmental Quality Act (CEQA, Public Resources Code Sections 21000 et seq.).
6. That as portrayed in the budgetary description(s) of the project(s) in Attachment B, the sources of funding other than TDA are assured and adequate for completion of the project(s).
7. That the project(s) described in Attachment B are for capital construction and/or design engineering; and/or for the maintenance of a Class I bikeway which is closed to motorized traffic; and/or for the purposes of restriping Class II bicycle lanes; and/or for the development or support of a bicycle safety education program; and/or for the development of a comprehensive bicycle and/or pedestrian facilities plan, and an allocation of TDA Article 3 funding for such a plan has not been received by the CITY OF SUNNYVALE within the prior five fiscal years.
8. That the project(s) described in Attachment B is included in a locally approved bicycle, pedestrian, transit, multimodal, complete streets, or other relevant plan.
9. That any project described in Attachment B that is a bikeway meets the mandatory minimum safety design criteria published in Chapter 1000 of the California Highway Design Manual.
10. That the project(s) described in Attachment B will be completed before the funds expire.
11. That the CITY OF SUNNYVALE agrees to maintain, or provide for the maintenance of, the project(s) and facilities described in Attachment B, for the benefit of and use by the public.



## **EXHIBIT B**

### **TDA Article 3 Project Application Form**

Fiscal Year of this Claim: 2017/18

Applicant: City of Sunnyvale

Contact person: Shahid Abbas

Mailing Address: 456 West Olive Avenue, Sunnyvale, CA 94086

E-Mail Address: sabbas@sunnyvale.ca.gov

Telephone: 408-730-7330

Secondary Contact (in event primary not available) Carol Shariat

E-Mail Address: cshariat@sunnyvale.ca.gov

Telephone: 408-730-2713

**Short Title Description of Project: Mary Avenue Bike Lanes Phase 2**

Amount of claim: \$ 131,140

**Functional Description of Project:**

**Install Class II bike lanes on Mary Avenue from Evelyn Avenue to Maude Avenue**

#### **Financial Plan:**

List the project elements for which TDA funding is being requested (e.g., planning, engineering, construction, contingency). Use the table below to show the project budget for the phase being funded or total project. Include prior and proposed future funding of the project. Planning funds may only be used for comprehensive bicycle and pedestrian plans. Project level planning is not an eligible use of TDA Article 3.

#### **Project Elements: Engineering, Construction, and Contingency**

<b>Funding Source</b>	<b>All Prior FYs</b>	<b>Application FY</b>	<b>Next FY</b>	<b>Following FYs</b>	<b>Totals</b>
TDA Article 3	115,088	131,140			246,228
list all other sources:					
1.					
2.					
3.					
4.					
<b>Totals</b>					

<b>Project Eligibility:</b>	<b>YES?/NO?</b>
<b>A.</b> Has the project been approved by the claimant's governing body? (If "NO," provide the approximate date approval is anticipated).	Yes
<b>B.</b> Has this project previously received TDA Article 3 funding? If "YES," provide an explanation on a separate page.	Yes
<b>C.</b> For "bikeways," does the project meet Caltrans minimum safety design criteria pursuant to Chapter 1000 of the California Highway Design Manual? (Available on the internet via: <a href="http://www.dot.ca.gov">http://www.dot.ca.gov</a> ).	Yes
<b>D.</b> Has the project been reviewed by a Bicycle Advisory Committee (BAC)? (If "NO," provide an explanation). Enter date the project was reviewed by the BAC: _____	Yes, 10/10
<b>E.</b> Has the public availability of the environmental compliance documentation for the project (pursuant to CEQA) been evidenced by the dated stamping of the document by the county clerk or county recorder? (required only for projects that include construction).	Yes
<b>F.</b> Will the project be completed before the allocation expires? Enter the anticipated completion date of project (month and year) _____	Yes, 10/17
<b>G.</b> Have provisions been made by the claimant to maintain the project or facility, or has the claimant arranged for such maintenance by another agency? (If an agency other than the Claimant is to maintain the facility provide its name: _____)	Yes

Commissioner Oey stated that he would like to discuss projects for future funding at the August meeting.

Commissioner Cordes requested a review of the Climate Action Plan prior to Council approving it. Ms. Shariat will follow up.

Commissioner Cordes suggested approving the Work Plan in October or November instead of December, as well as, extending it out to January or February of the following year.

Commissioner Oey moved and Commissioner Cordes seconded the motion to approve the Master Work Plan. The motion carried by the following vote:

**Yes 6 -** Chair Jackson  
Vice Chair Jones  
Commissioner Cordes  
Commissioner Oey  
Commissioner Okuzumi  
Commissioner Rausch

**No 0**

**Absent 1 -** Commissioner Welch

### 3. [17-0313](#) TDA Funding Recommendations

Ms. Shariat announced that she met with Shahid Abbas, Transportation Traffic Manager, regarding the Transportation Development Act (TDA) funds. He recommended using the \$131,140.00 for the Bike Plan. His follow up is to bank the money and use it for One Bay Area Grant Program (OBAG) projects as the local match. Sunnyvale received funding for seven OBAG competitive projects.

Chair Jackson would like to see a list of the seven OBAG projects.

Commissioner Okuzumi expressed the amount of money awarded was very small. She would like to see a breakdown that shows how the money from the ½ cent sales tax is being distributed.

Chair Jackson suggested asking the VTA Board for an explanation.

The Commissioners discussed what types of improvements they would like to see the TDA money used for and selected the following:

Type of improvements recommended at off-street paths:

1. Remove barriers such as Bollards and Chicanes.
2. Install curb ramps.
3. Paint no parking zones (red curbs) 10 feet on each side of the entrance to the off-street paths.

Location of improvements:

1. The Dalles Avenue bridge that goes over Hwy 85.
2. East end of Evelyn Avenue that crosses over Reed Avenue to Cassia Way.
3. South end of Bernardo Avenue between gas station and SR 85 down to Homestead Road.
4. Bicycle and pedestrian bridge east of Fair Oaks Avenue that crosses over Hwy 101.

Amanda Sun, a Homestead High School student, attended the meeting and addressed questions to the commissioners. She is currently working on a bike research project for school.

Commissioner Okuzumi moved and Commissioner Oey seconded the motion to use the TDA funding for off-street path improvements. The motion carried by the following vote:

**Yes 6 -** Chair Jackson  
Vice Chair Jones  
Commissioner Cordes  
Commissioner Oey  
Commissioner Okuzumi  
Commissioner Rausch

**No 0**

**Absent 1 -** Commissioner Welch

**4. [17-0321](#) Utility Bill Concepts**

Commissioner Okuzumi brought a mockup of the flyer she created and the Commissioners discussed ideas and made edits.

Ms. Shariat will share the ideas with the graphic designer. Once she receives a draft copy, she will send it to the Commissioners for their review and approval.

Chair Jackson stated that the Utility Bill stuffer is scheduled for review in June, but suggested that it be done sooner so it can be approved by June.

- 1.a**      [17-0314](#)      Approve the Bicycle and Pedestrian Advisory Commission Meeting Minutes of March 16, 2017

Commissioner Cordes moved to approve the Bicycle and Pedestrian Advisory Commission Meeting Minutes of March 16, 2017, with the following amendment: Move the General Business commentary after item 2 instead of before.

Commissioner Oey seconded the motion. The motion carried by the following vote:

**Yes 4 -**    Vice Chair Jones  
                 Commissioner Cordes  
                 Commissioner Oey  
                 Commissioner Rausch

**No 0**

**Absent 2 -**   Commissioner Okuzumi  
                 Commissioner Welch

### **PUBLIC HEARINGS/GENERAL BUSINESS**

- 2.**      [17-0473](#)      TDA Funding Recommendation - Mary Avenue Phase 2

Shahid Abbas, Transportation Traffic Manager for the City of Sunnyvale, reported that the Mary Avenue Phase 2 project was estimated at \$885,500 which leaves a short fall of \$283,500 to complete the project. Therefore, he is requesting the Commission to approve using \$131,140 of the new Transportation Development Act (TDA) funding, which will be available in June, to go towards the Mary Avenue Bike Lake Phase 2 project. There will still be a short fall of \$152,360 but Mr. Abbas said that money can be recovered from the Traffic Impact Fees (TIF). Mr. Abbas requested the Commission to redirect/rescind the original recommendation of TDA funds to make this proposal the new recommendation. He needs to have the approval to the Metropolitan Transportation Commission (MTC) by May 21. It will go to Council on May 16.

Mr. Jackson inquired about the balance of the TIF funds. Mr. Abbas did not have that information. Mr. Jackson suggested keeping the original recommendation in place and if there is any leftover funding, that should be used for the Mary Avenue project.

Commissioner Oey moved and Commissioner Rausch Seconded the motion to use the TDA funds as originally recommended. Commissioner Cordes offered a friendly amendment to find the necessary funds to finish the Mary Avenue project from TIF. If those fees are not available, then the Commission agrees the next best alternative is to redirect the TDA funds from the projects listed in the prior meeting

to the Mary Avenue project.

Commissioner Oey and Commissioner Rausch accepted the friendly amendment.  
The motion carried by the following vote:

**Yes 4 -** Vice Chair Jones  
Commissioner Cordes  
Commissioner Oey  
Commissioner Rausch

**No 0**

**Absent 2 -** Commissioner Okuzumi  
Commissioner Welch

3. [17-0309](#) Provide a Recommendation to City Council for the Design Development of Fair Oaks Bike Lanes and Streetscape Project

Thanh Nguyen, Civil Engineer with the City of Sunnyvale and Michael Fisher, with CSG Consultants, conducted a presentation on the Fair Oaks Avenue Bike Lanes and Streetscape Project. The current goal is to finish design in 2017 and have it completed in 2018. The main objective is to incorporate the Complete Streets principles to connect Fair Oaks Avenue from US 101 to Old San Francisco Road with bicycle amenities and incorporate safe and efficient travel for all bicycles and connectivity from schools and parks. It will consist of 3 segments. The first will be from Old San Francisco Road to Evelyn Avenue. The second will be from Kifer Road to Arques Avenue. The third will be from Wolfe Road to Ahwanee Avenue.

Commissioner Cordes asked why the Arques Avenue to Wolfe Road segment is considered a future project instead of a current one. Mr. Abbas responded by saying it was not in the scope of work for the first phase of the project, but it is in the scope of work for the second phase.

For Segment 1, Mr. Fisher explained that there are 4 alternatives. Alternative A would have Class II bike lanes with parking removal. Alternative B would retain parking and install Class III shared bike lane markings (sharrows). Alternative C would have part time Class II bike lanes and parking. Alternative D would be no project.

For Segment 2, Mr. Fisher explained that there are 3 alternatives. Alternative A would have Class III bike lanes (sharrows) between Kifer Road and California Avenue and Class II bike lanes between California Avenue and Arques Avenue. Alternative B would have Class III bike lanes (sharrows) between Kifer Road and



# City of Sunnyvale

## Agenda Item

---

17-0508

Agenda Date: 5/23/2017

---

### REPORT TO COUNCIL

#### **SUBJECT**

Approval of One-Stop Operator for NOVA Local Workforce Development Area

#### **BACKGROUND**

Under the Workforce Innovation and Opportunity Act (WIOA), each local workforce development area must have at least one comprehensive America's Job Center of California (AJCC) location that provides access to the full range of WIOA employment services, training and education, employer assistance, etc. Services in northern Santa Clara County are provided through a comprehensive America's Job Center of California (AJCC) location in Sunnyvale (NOVA Job Center) with services provided by NOVA. In San Mateo County, AJCC services are provided by service providers under contract to NOVA.

The AJCCs, also known as "one-stops," are the core of California's workforce development system. A comprehensive AJCC is a physical location where job seekers and employers have access to the programs, services, and activities of all the required AJCC partners. The AJCC partners have agreed to align and coordinate workforce and economic development, educational, and other human service programs.

The law envisions that local boards will act as the shaper of how One-Stop services are delivered within their Local Area. Local Areas are required to competitively procure a "one-stop operator" to assist with coordination of services among all AJCC partners and service providers in the local area. Therefore, Local Boards (NOVA) can focus on strategic planning and the provision of career services.

#### **EXISTING POLICY**

Council Policy 5.1.1: Socio-Economic - Goals and Policies: Education and Training Goal 5.1F: Provide job training and employment services, within constraints of operative Federal regulations and available Federal funding, to address the locally-determined employment and training needs of economically disadvantaged residents and others with special needs.

#### **ENVIRONMENTAL REVIEW**

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

#### **DISCUSSION**

On February 16, NOVA issued a Request for Qualifications for America's Job Center of California (AJCC) consultant services for an entity to serve as "one-stop operator."

NOVA received three proposals, which were reviewed and scored by a review team consisting of NOVA staff and one board member. Review factors included past facilitation experience as well as familiarity with workforce development partners in San Mateo County in order to ensure San Mateo County agencies are represented on NOVA's stakeholders' group. The highest scoring proposal was submitted by Hilary Goodkind, Ph.D. dba Cenetri Group. The review committee recommended the award of a contract to Hilary Goodkind dba Cenetri Group to provide AJCC consulting services from July 1, 2017 through June 30, 2019 in an amount not to exceed \$30,000 for the two-year term.

The NOVA Workforce Board Executive Committee, on behalf of the full Board, approved this action at its meeting of April 19, 2017. The Agreement between the NOVA Workforce Board and the Sunnyvale City Council states that the NOVA Workforce Board shall select a one-stop operator, with the agreement of the City Council. Hence, staff recommends that the City Council approve that Hilary Goodkind dba Cenetri Group be approved to serve as the one-stop operator for the San Mateo County AJCC services.

#### **FISCAL IMPACT**

The source of funds for the services is WIOA funds. Since funds are obligated to programs only based upon appropriations dedicated to NOVA, sufficient WIOA funds will exist to cover all anticipated obligations of day-to-day program operations. If funding is cut, then program services will be accordingly reduced.

#### **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 Hilary Goodkind dba Cenetri Group as one-stop operator for the NOVA Local Workforce Development Area.

Prepared by: Jeanette Langdell, Employment Training Manager

Reviewed by: Kris Stadelman, Director, NOVA Workforce Services

Reviewed by: Walter C. Rossmann, Assistant City Manager

Approved by: Deanna J. Santana, City Manager



# City of Sunnyvale

## Agenda Item

---

17-0408

Agenda Date: 5/23/2017

---

### REPORT TO COUNCIL

#### **SUBJECT**

Award of Bid No. PW17-18 for the Pavement Rehabilitation 2016 Project Re-Bid, Determination of Bid Non-responsiveness, and Finding of California Environmental Quality Act (CEQA) Categorical Exemption

#### **REPORT IN BRIEF**

Approval is requested to award a construction contract in the amount of \$2,225,955 to Interstate Grading & Paving, Inc. of South San Francisco for pavement rehabilitation. Approval is also requested for a 10% construction contingency in the amount of \$222,596.

#### **EXISTING POLICY**

Section 1309 of the City Charter requires public works construction contract to awarded to the lowest responsive and responsible bidder.

#### **ENVIRONMENTAL REVIEW**

The California Environmental Quality Act (CEQA) determination for the project is a categorical exemption pursuant to CEQA Guidelines Section 15301(c), for the restoring and rehabilitating of existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities.

#### **BACKGROUND AND DISCUSSION**

Capital Project 825290 (Pavement Rehabilitation) provides funding for ongoing roadway infrastructure rehabilitation. Each year, staff surveys one half of the City's street and inputs the data in the City's pavement management system. The system produces a list of deteriorated streets and plans are made to repair, slurry seal, double chip seal overlay, or reconstruct the streets as needed. This project includes 2.3 million square feet of City streets (equivalent to about 7 miles of affected roadway) in need of reconstruction/rehabilitation identified from the survey.

An Invitation for Bids for this project was initially advertised on September 7, 2016, with three bids received. On October 25, 2016, Council rejected all bids (RTC No. 16-0934). The lowest bid was determined to be non-responsive and the other two bids were substantially higher than the engineer's estimate (the lowest responsive bid was approximately \$2.8 million and the available funding was approximately \$1.9 million).

With the bids coming in substantially higher, staff worked with the design consultant to make minor changes to the specifications to potentially result in lower bid pricing with the re-bid project. Simultaneously, staff was proceeding with the initial design phase for the 2017 pavement rehabilitation project and concluded with the design engineer that one segment of roadway could be eliminated from the project due to its existing good condition, leading to a modification in the work scope and anticipated reduction in future construction costs. This change in programming for the



2017 project facilitated additional funding availability for this project.

The re-bid was re-advertised for competitive bidding on February 24, 2017, with ten general contractors requesting bid documents. Sealed bids were opened on March 15, 2017, with six bids being received. The bid summary is contained in Attachment 1. The lowest responsive and responsible bid was submitted by Interstate Grading & Paving in the amount of \$2,225,955.

The fourth lowest bid was received from G. Bortolotto & Co. of San Carlos, in the amount of \$2,539,539. This bid is considered non-responsive because the bidder did not submit the bid on the required bid form. For this reason, staff recommends that Council determine the bid to be non-responsive.

### **FISCAL IMPACT**

Project costs include the base bid of \$2,225,955 and a recommended 10% contingency in the amount of \$222,595, for a total of \$2,448,551.

### **Funding Source**

Budgeted funds are available in Capital Project 825290 (Pavement Rehabilitation), funded in the Infrastructure Renovation and Replacement Fund by General Fund, SB83 VRF Road Improvement Fund, and Gas Tax Fund sources. The sewer (831680) and water (831550) funds will pay for adjusting the manholes and other utility infrastructure affected by the project.

### **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 a California Environmental Quality Act (CEQA) categorical exemption pursuant to CEQA Guidelines Section 15301 for the restoration or rehabilitation of existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails; 2) Award a contract in substantially the same form as Attachment 2 to the report and in the amount of \$2,225,955 to Interstate Grading & Paving Inc., and authorize the City Manager to execute the contract when all necessary conditions have been met; 3) approve a 10% construction contingency in the amount of \$225,596, and 4) make a determination that the bid received from G. Bortolotto & Co. is non-responsive.

Prepared by: Pete Gonda, Purchasing Officer

Reviewed by: Timothy J. Kirby, Director of Finance

Reviewed by: Manuel Pineda, Director of Public Works

Reviewed by: Walter C. Rossmann, Assistant City Manager

Approved by: Deanna J. Santana, City Manager

### **ATTACHMENTS**

1. Bid Summary

2. Draft General Construction Contract

Invitation for Bids No. PW17-18			Interstate Grading & Paving, Inc.		Granite Rock Company		MCK Services Inc.		O'Grady Paving, Inc.		Granite Construction Company	
Pavement Rehabilitation 2016 Project ST-14/09-16			128 So. Maple Avenue		5225 Hellyer Ave, Suite #220		PO Box 5697		2513 Wyandotte Street		715 Comstock St	
			San Francisco, CA 94080		San Jose, CA 95136		Concord, CA 94524		Mountain View, CA 94043		Santa Clara, CA 95045	
			H. Michael Pariani		Rodney Jenny		Mark Hazen		Craig E. Young		James Roberts	
BID ITEMS	UOM	QTY	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1 Mobilization	LS	1	\$90,000.00	\$90,000.00	\$116,000.00	\$116,000.00	\$74,000.00	\$74,000.00	\$75,000.00	\$75,000.00	\$260,000.00	\$260,000.00
2 Clearing Grubbing and Environmental Protection	LS	1	\$9,000.00	\$9,000.00	\$25,000.00	\$25,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$60,000.00	\$60,000.00
3 Traffic Control	LS	1	\$100,000.00	\$100,000.00	\$122,000.00	\$122,000.00	\$150,000.00	\$150,000.00	\$120,000.00	\$120,000.00	\$150,000.00	\$150,000.00
4 Construction Area Signs	EA	38	\$300.00	\$11,400.00	\$150.00	\$5,700.00	\$240.00	\$9,120.00	\$250.00	\$9,500.00	\$200.00	\$7,600.00
5 Changeable Message Boards	EA	10	\$3,000.00	\$30,000.00	\$1,500.00	\$15,000.00	\$2,500.00	\$25,000.00	\$6,000.00	\$60,000.00	\$3,000.00	\$30,000.00
6 Sampling and Testing	LS	1	\$30,000.00	\$30,000.00	\$25,000.00	\$25,000.00	\$28,000.00	\$28,000.00	\$40,000.00	\$40,000.00	\$25,000.00	\$25,000.00
7 Remove Thermoplastic Markings, Striping and Lane Markers	LS	1	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00	\$4,000.00	\$4,000.00	\$3,098.00	\$3,098.00
8 Adjust SDMH Rim to Grade (City Owned)	EA	5	\$800.00	\$4,000.00	\$900.00	\$4,500.00	\$885.00	\$4,425.00	\$1,000.00	\$5,000.00	\$4,870.00	\$24,350.00
9 Adjust SSMH Rim to Grade (City Owned)	EA	31	\$800.00	\$24,800.00	\$900.00	\$27,900.00	\$885.00	\$27,435.00	\$1,000.00	\$31,000.00	\$1,046.50	\$32,441.50
10 Adjust Telecommunication Manhole Rim to Grade (Utility Company Owned)	EA	3	\$900.00	\$2,700.00	\$1,400.00	\$4,200.00	\$1,350.00	\$4,050.00	\$1,000.00	\$3,000.00	\$1,596.00	\$4,788.00
11 Adjust WV Box to Grade (City Owned)	EA	59	\$700.00	\$41,300.00	\$500.00	\$29,500.00	\$450.00	\$26,550.00	\$700.00	\$41,300.00	\$532.00	\$31,388.00
12 Adjust GV Box to Grade (Utility Company Owned)	EA	2	\$700.00	\$1,400.00	\$500.00	\$1,000.00	\$450.00	\$900.00	\$700.00	\$1,400.00	\$532.00	\$1,064.00
13 Adjust Survey Monument Box to Grade (City Owned)	EA	24	\$700.00	\$16,800.00	\$500.00	\$12,000.00	\$500.00	\$12,000.00	\$700.00	\$16,800.00	\$591.00	\$14,184.00
14 Adjust Monitoring Well Box to Grade (City Owned)	EA	1	\$700.00	\$700.00	\$500.00	\$500.00	\$450.00	\$450.00	\$700.00	\$700.00	\$532.00	\$532.00
15 Adjust Sewer Cleanout Box to Grade (City Owned)	EA	1	\$500.00	\$500.00	\$900.00	\$900.00	\$885.00	\$885.00	\$700.00	\$700.00	\$1,046.50	\$1,046.50
16 Adjust Detector Handhole Box to Grade (City Owned)	EA	4	\$700.00	\$2,800.00	\$750.00	\$3,000.00	\$450.00	\$1,800.00	\$700.00	\$2,800.00	\$177.50	\$710.00
17-25 NOT USED								\$0.00		\$0.00		\$0.00
26 Remove and Reconstruct 4" Sidewalk (revocable item)	SF	2,115	\$17.00	\$35,955.00	\$11.00	\$23,265.00	\$15.00	\$31,725.00	\$13.00	\$27,495.00	\$13.00	\$27,495.00
27 PCC Driveway	SF	467	\$26.00	\$12,142.00	\$18.00	\$8,406.00	\$23.00	\$10,741.00	\$20.00	\$9,340.00	\$20.50	\$9,573.50
28 Remove and Reconstruct Curb & Gutter	LF	2,277	\$80.00	\$182,160.00	\$90.00	\$204,930.00	\$70.00	\$159,390.00	\$95.00	\$216,315.00	\$79.50	\$181,021.50
29 PCC Curb Ramps	EA	44	\$7,000.00	\$308,000.00	\$6,200.00	\$272,800.00	\$6,100.00	\$268,400.00	\$7,000.00	\$308,000.00	\$7,000.00	\$308,000.00
30 Cold-Planing (Milling) Asphalt Concrete Pavement (2.5-Inch Depth)	SY	11,279	\$6.00	\$67,674.00	\$4.70	\$53,011.30	\$8.00	\$90,232.00	\$7.00	\$78,953.00	\$4.50	\$50,755.50
31 Cold-Planing (Milling) Asphalt Concrete Pavement (2.25-Inch Depth)	SY	5,961	\$5.50	\$32,785.50	\$4.25	\$25,334.25	\$9.74	\$58,060.14	\$6.00	\$35,766.00	\$4.50	\$26,824.50
32 Cold-Planing (Milling) Asphalt Concrete Pavement (2-Inch Depth)	SY	11,064	\$5.00	\$55,320.00	\$3.70	\$40,936.80	\$7.60	\$84,086.40	\$5.50	\$60,852.00	\$6.00	\$66,384.00
33 Cold-Planing (Milling) Asphalt Concrete Pavement (1.5-Inch Depth)	SY	2,226	\$4.00	\$8,904.00	\$2.90	\$6,455.40	\$11.74	\$26,133.24	\$5.00	\$11,130.00	\$5.00	\$11,130.00
34 Profile Milling	SF	39,614	\$0.50	\$19,807.00	\$0.50	\$19,807.00	\$0.90	\$35,652.60	\$0.65	\$25,749.10	\$1.00	\$39,614.00
35 Full Depth Base Repair (4-inch Depth)	SF	8,298	\$6.00	\$49,788.00	\$6.00	\$49,788.00	\$7.30	\$60,575.40	\$6.00	\$49,788.00	\$7.50	\$62,235.00
36 Full Depth Base Repair (6-inch Depth)	SF	24,983	\$8.50	\$212,355.50	\$8.50	\$212,355.50	\$7.95	\$198,614.85	\$9.00	\$224,847.00	\$6.00	\$149,898.00
37 Full Depth Base Repair (8-inch Depth)	SF	973	\$12.00	\$11,676.00	\$11.50	\$11,189.50	\$13.00	\$12,649.00	\$13.00	\$12,649.00	\$21.00	\$20,433.00
38 Full Depth Base Repair Over-Excavation (revocable item)	CY	114	\$50.00	\$5,700.00	\$450.00	\$51,300.00	\$275.00	\$31,350.00	\$725.00	\$82,650.00	\$227.00	\$25,878.00
39 Testing and Disposal of Subgrade Materials (Revocable Bid Item)	CY	59	\$25.00	\$1,475.00	\$90.00	\$5,310.00	\$225.00	\$13,275.00	\$250.00	\$14,750.00	\$200.00	\$11,800.00
40 Crack Sealing	LS	1	\$125,000.00	\$125,000.00	\$100,000.00	\$100,000.00	\$96,000.00	\$96,000.00	\$100,000.00	\$100,000.00	\$96,000.00	\$96,000.00
41 Temporary Laneline Delineation	LF	11,300	\$0.50	\$5,650.00	\$1.00	\$11,300.00	\$1.50	\$16,950.00	\$2.00	\$22,600.00	\$1.00	\$11,300.00
42 Hot Mix Asphalt Pavement (2-inch)	TON	1,821	\$100.00	\$182,100.00	\$120.00	\$218,520.00	\$118.00	\$214,878.00	\$130.00	\$236,730.00	\$140.00	\$254,940.00
43 Hot Mix Asphalt Pavement (2.5-inch)	TON	2,668	\$100.00	\$266,800.00	\$120.00	\$320,160.00	\$128.00	\$341,504.00	\$130.00	\$346,840.00	\$130.00	\$346,840.00
44 AC Skin Patch (2-inch Depth)	SF	32,996	\$3.00	\$98,988.00	\$2.50	\$82,490.00	\$3.60	\$118,785.60	\$2.50	\$82,490.00	\$4.00	\$131,984.00
45 Conform Grind Asphalt Pavement (15-Feet)	LF	186	\$20.00	\$3,720.00	\$25.00	\$4,650.00	\$10.50	\$1,953.00	\$20.00	\$3,720.00	\$5.00	\$930.00
46 Wedge Grind Asphalt Pavement (6-Feet)	LF	1,282	\$10.00	\$12,820.00	\$10.00	\$12,820.00	\$6.14	\$7,871.48	\$10.00	\$12,820.00	\$1.50	\$1,923.00
47 Thermoplastic Traffic Striping - Detail - 9	LF	658	\$0.80	\$526.40	\$1.00	\$658.00	\$0.80	\$526.40	\$1.00	\$658.00	\$1.00	\$658.00
48 Thermoplastic Traffic Striping - Detail - 22	LF	3,316	\$1.70	\$5,637.20	\$1.70	\$5,637.20	\$1.60	\$5,305.60	\$2.00	\$6,632.00	\$2.00	\$6,632.00
49 Thermoplastic Traffic Striping - Detail - 27B	LF	85	\$0.80	\$68.00	\$2.00	\$170.00	\$0.70	\$59.50	\$1.00	\$85.00	\$1.00	\$85.00
50 Thermoplastic Traffic Striping - Detail - 27C	LF	225	\$0.80	\$180.00	\$1.00	\$225.00	\$0.70	\$157.50	\$1.00	\$225.00	\$1.00	\$225.00
51 Thermoplastic Traffic Striping - Detail - 29	LF	58	\$1.60	\$92.80	\$2.00	\$116.00	\$1.50	\$87.00	\$2.00	\$116.00	\$2.00	\$116.00
52 Thermoplastic Traffic Striping - Detail - 38	LF	491	\$1.60	\$785.60	\$1.50	\$736.50	\$1.50	\$736.50	\$2.00	\$982.00	\$2.00	\$982.00
53 Thermoplastic Ladder Crosswalk (White or Yellow)	LF	1,078	\$3.30	\$3,557.40	\$3.50	\$3,773.00	\$3.00	\$3,234.00	\$3.50	\$3,773.00	\$3.50	\$3,773.00
54 Thermoplastic 12" Crosswalk (White or Yellow)	LF	1,126	\$3.30	\$3,715.80	\$3.50	\$3,941.00	\$3.00	\$3,378.00	\$3.50	\$3,941.00	\$3.50	\$3,941.00
55 Thermoplastic 12" Stop Bar (White)	LF	281	\$3.30	\$927.30	\$3.00	\$843.00	\$3.00	\$843.00	\$3.50	\$983.50	\$3.50	\$983.50
56 Blue Fire Hydrant Pavement Marker	EA	27	\$25.00	\$675.00	\$30.00	\$810.00	\$25.00	\$675.00	\$30.00	\$810.00	\$31.00	\$837.00
57 Thermoplastic Pavement Markings (Arrows, Words and Numerals)	SF	1,216	\$3.30	\$4,012.80	\$3.40	\$4,134.40	\$3.00	\$3,648.00	\$3.50	\$4,256.00	\$3.50	\$4,256.00
58 Paint Traffic Striping - Detail - 9	LF	1,262	\$0.80	\$1,009.60	\$1.00	\$1,262.00	\$0.80	\$1,009.60	\$1.00	\$1,262.00	\$1.00	\$1,262.00
59 Paint Traffic Striping - Detail - 11	LF	216	\$0.70	\$151.20	\$1.00	\$216.00	\$0.60	\$129.60	\$1.00	\$216.00	\$0.50	\$108.00
60 Paint Traffic Striping - Detail - 22	LF	137	\$1.30	\$178.10	\$2.00	\$274.00	\$1.20	\$164.40	\$2.00	\$274.00	\$1.50	\$205.50
61 Paint Traffic Striping - Detail - 24	LF	27	\$0.70	\$18.90	\$1.00	\$27.00	\$0.60	\$16.20	\$1.00	\$27.00	\$0.50	\$13.50
62 Paint Traffic Striping - Detail - 32	LF	510	\$1.20	\$612.00	\$1.20	\$612.00	\$1.10	\$561.00	\$1.50	\$765.00	\$1.50	\$765.00



## 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 INTERSTATE GRADING & PAVING, 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, "Pavement Rehabilitation 2016 Project – RE-BID, Project No. ST-14/09-16, Invitation for Bids No. PW17-18", including three 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 consist(s) of rehabilitating various streets through the City, within the limits shown on the plans. Pavement rehabilitation shall include AC grinding, digouts, and AC overlay. In addition: minor concrete work, sign relocation, traffic loop replacement, traffic signal modification, crack sealing and repair, striping, and adjusting utility boxes to finished grade as called for, and in the manner designated in, and in strict conformity with, the Plans and Specifications prepared by NCE Engineering and Environmental Services and adopted by the Owner. These Plans and Specifications are entitled respectively, PAVEMENT REHABILITATION 2016 PROJECT - RE-BID, Project No. ST-14/09-16.

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

**3. Contract Price.** The Owner agrees to pay and the Contractor agrees to accept, in full payment for the work above agreed to be done, the sum of Two Million Two Hundred Twenty Five Thousand Nine Hundred Fifty Four and 70/100 Dollars (\$2,225,954.70) subject to final determination of the work performed and materials furnished at unit prices per "Exhibit A" attached hereto and incorporated by this reference, and subject to additions and deductions in accordance, as provided in the Documents and in accordance with Contract Documents.

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

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

thereof or consent thereto by the latter. Should any such work be covered up without such notice, approval, or consent, it must, if required by Owner, be uncovered for examination at the Contractor's expense.

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

**7. Time for Completion.** All work under this contract shall be completed before the expiration seventy (70) working days from the date specified in the Notice to Proceed.

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

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

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

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

**10. Owner's Right to Withhold Certain Amounts and Make Application Thereof.** In addition to the amount which Owner may retain under 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. Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by email or fax, to accomplish timely communication. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of three business days after mailing. All notices sent pursuant to this Contract shall be addressed as follows:

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

Contractor: Interstate Grading & Paving, Inc.  
128 So. Maple Avenue  
San Francisco, CA 94080

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

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

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

**15. Insurance.** 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 and Automobile 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 and \$4,000,000 annual aggregate combined single limit coverage. 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, use of owned automobiles, products and completed operations, including U, C and X. 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.

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

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

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

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

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

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

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

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

**20. Contractor's Guarantee.** Owner shall not, in any way or manner, be answerable or suffer loss, damage, expense or liability for any loss or damage that may happen to the building, work, or equipment or any part thereof, or in, on, or about the same during its construction and before acceptance. Contractor unqualifiedly guarantees the first-class quality of all workmanship and of all materials, apparatus,



and equipment used or installed by Contractor or by any subcontractor or supplier in the project which is the subject of this Contract, unless a lesser quality is expressly authorized in the Plans and Specifications, in which event Contractor unqualifiedly guarantees such lesser quality; and that the work as performed by Contractor will conform with the Plans and Specifications or any written authorized deviations therefrom. In case of any defect in work, materials, apparatus or equipment, whether latent or patent, revealed to Owner within one year of the date of acceptance of completion of this Contract by Owner, Contractor will forthwith remedy such defect or defects without cost to Owner.

**21. Liquidated Damages.** Time shall be the essence of this Contract. If Contractor fails to complete, within the time fixed for such completion, the entire work mentioned and described and contracted to be done and performed, Contractor shall become liable to Owner for liquidated damages in the sum of one thousand and no/100 dollars (\$1,000.00) for each and every calendar day during which work shall remain uncompleted beyond such time fixed for completion or any lawful extension thereof. This amount is in addition to the liquidated damages for other items of work as specified elsewhere in the contract documents. The amount specified as liquidated damages is presumed to be the amount of damage sustained by Owner since it would be impracticable or extremely difficult to fix the actual damage; and the amount of liquidated damages may be deducted by Owner from moneys due Contractor hereunder, or its assigns and successors at the time of completion, and Contractor, or its assigns and successors at the time of completion, and its sureties shall be liable to Owner for any excess.

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

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

**24. Entire Agreement; Amendment.** This writing constitutes the entire agreement between the parties relating to the services to be performed or materials to be furnished hereunder. No modification of this Agreement shall be effective unless and until such modification is evidenced by writing signed by all parties.

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

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
City Attorney Date

**EXHIBIT A****BID SCHEDULE – RE-BID**

<b>Item</b>	<b>Specific ation Section</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price</b>
1	102	Mobilization	LS	1	\$90,000.00
2	103	Clearing Grubbing and Environmental Protection	LS	1	\$9,000.00
3	104	Traffic Control	LS	1	\$100,000.00
4	104	Construction Area Signs	EA	38	\$300.00
5	104	Changeable Message Boards	EA	10	\$3,000.00
6	105	Sampling and Testing	LS	1	\$30,000.00
7	106	Remove Thermoplastic Markings, Striping and Lane Markers	LS	1	\$3,000.00
8	107	Adjust SDMH Rim to Grade (City Owned)	EA	5	\$800.00
9	107	Adjust SSMH Rim to Grade (City Owned)	EA	31	\$800.00
10	107	Adjust Telecommunication Manhole Rim to Grade (Utility Company Owned)	EA	3	\$900.00
11	107	Adjust WV Box to Grade (City Owned)	EA	59	\$700.00
12	107	Adjust GV Box to Grade (Utility Company Owned)	EA	2	\$700.00
13	107	Adjust Survey Monument Box to Grade (City Owned)	EA	24	\$700.00
14	107	Adjust Monitoring Well Box to Grade (City Owned)	EA	1	\$700.00
15	107	Adjust Sewer Cleanout Box to Grade (City Owned)	EA	1	\$500.00
16	107	Adjust Detector Handhole Box to Grade (City Owned)	EA	4	\$700.00
<b>17- 25</b>	<b>107</b>	<b>NOT USED</b>			
26	108	Remove and Reconstruct 4" Sidewalk (revocable item)	SF	2,115	\$17.00
27	108	PCC Driveway	SF	467	\$26.00
28	108	Remove and Reconstruct Curb & Gutter	LF	2,277	\$80.00

29	108	PCC Curb Ramps	EA	44	\$7,000.00
30	109	Cold-Planing (Milling) Asphalt Concrete Pavement (2.5-Inch Depth)	SY	11,279	\$6.00
31	109	Cold-Planing (Milling) Asphalt Concrete Pavement (2.25-Inch Depth)	SY	5,961	\$5.50
32	109	Cold-Planing (Milling) Asphalt Concrete Pavement (2-Inch Depth)	SY	11,064	\$5.00
33	109	Cold-Planing (Milling) Asphalt Concrete Pavement (1.5-Inch Depth)	SY	2,226	\$4.00
34	109	Profile Milling	SF	39,614	\$0.50
35	110	Full Depth Base Repair (4-inch Depth)	SF	8,298	\$6.00
36	110	Full Depth Base Repair (6-inch Depth)	SF	24,983	\$8.50
37	110	Full Depth Base Repair (8-inch Depth)	SF	973	\$12.00
38	110	Full Depth Base Repair Over-Excavation (revocable item)	CY	114	\$50.00
39	110	Testing and Disposal of Subgrade Materials (Revocable Bid Item)	CY	59	\$25.00
40	111	Crack Sealing	LS	1	\$125,000.00
41	112	Temporary Laneline Delineation	LF	11,300	\$0.50
42	113	Hot Mix Asphalt Pavement (2-inch)	TON	1,821	\$100.00
43	113	Hot Mix Asphalt Pavement (2.5-inch)	TON	2,668	\$100.00
44	113	AC Skin Patch (2-inch Depth)	SF	32,996	\$3.00
45	114	Conform Grind Asphalt Pavement (15-Feet)	LF	186	\$20.00
46	114	Wedge Grind Asphalt Pavement (6-Feet)	LF	1,282	\$10.00
47	115	Thermoplastic Traffic Striping - Detail - 9	LF	658	\$0.80
48	115	Thermoplastic Traffic Striping - Detail - 22	LF	3,316	\$1.70
49	115	Thermoplastic Traffic Striping - Detail - 27B	LF	85	\$0.80

50	115	Thermoplastic Traffic Striping - Detail - 27C	LF	225	\$0.80
51	115	Thermoplastic Traffic Striping - Detail - 29	LF	58	\$1.60
52	115	Thermoplastic Traffic Striping - Detail - 38	LF	491	\$1.60
53	115	Thermoplastic Ladder Crosswalk (White or Yellow)	LF	1,078	\$3.30
54	115	Thermoplastic 12" Crosswalk (White or Yellow)	LF	1,126	\$3.30
55	115	Thermoplastic 12" Stop Bar (White)	LF	281	\$3.30
56	115	Blue Fire Hydrant Pavement Marker	EA	27	\$25.00
57	115	Thermoplastic Pavement Markings (Arrows, Words and Numerals)	SF	1,216	\$3.30
58	115	Paint Traffic Striping - Detail - 9	LF	1,262	\$0.80
59	115	Paint Traffic Striping - Detail - 11	LF	216	\$0.70
60	115	Paint Traffic Striping - Detail - 22	LF	137	\$1.30
61	115	Paint Traffic Striping - Detail - 24	LF	27	\$0.70
62	115	Paint Traffic Striping - Detail - 32	LF	510	\$1.20
63	115	Paint Traffic Striping - Detail - 38	LF	458	\$1.20
64	115	Paint Traffic Striping - Detail - 39	LF	1,561	\$1.00
65	115	Paint Traffic Striping - Detail - 39A	LF	56	\$1.00
66	115	Paint 12" Crosswalk (White or Yellow)	LF	65	\$2.00
67	115	Paint Pavement Markings (Arrows, Words and Numerals)	SF	195	\$2.00
68	116	Remove and Replace In-Street Yield to Pedestrian Crossing Sign	EA	1	\$450.00
69	116	Sign and Post @ E Duane Avenue and @ E Washington Avenue	EA	2	\$400.00

70	116	Sign @ E Duane Avenue	EA	2	\$325.00
71	117	E Duane Avenue/Stewart Drive Traffic Signal Modification	LS	1	\$45,000.00
72	117	Sunnyvale Avenue/Washington Avenue Traffic Signal Modification	LS	1	\$75,000.00
73	117	Inductive Traffic Loop Detectors (Mathilda Avenue)	EA	4	\$1,500.00
74	107	<b>Supply New Sewer and Storm Drain Frame and Lid per City Standard Drawing Detail 9A (revocable item)</b>	<b>EA</b>	<b>4</b>	\$1,500.00

## EXHIBIT B

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

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



# City of Sunnyvale

## Agenda Item

---

17-0451

Agenda Date: 5/23/2017

---

### REPORT TO COUNCIL

#### **SUBJECT**

Award Contract for Design and Construction Support Services for the Traffic Signal Hardware and Wiring 2017 Project at Hendy and Sunnyvale Avenues (F17-079)

#### **REPORT IN BRIEF**

Approval is requested to award a contract to TJKM Transportation Consultants (TJKM) of Pleasanton in an amount not-to-exceed \$115,347, for design and construction support services for the Traffic Signal Hardware and Wiring 2017 Project at Hendy and Sunnyvale Avenues (Public Works Project TR-1-02). Approval is also requested for a 10% design contingency in the amount of \$11,535. The contract consists of \$95,541 in base services and \$19,806 in optional services.

#### **EXISTING POLICY**

Consistent with the provisions of Chapter 2.08 of the Sunnyvale Municipal Code, civil engineering work is solicited through a Request for Proposals (RFP) process, unless otherwise exempt from the competitive bidding process. Contracts resulting from RFPs are awarded based on best value to the City, rather than the lowest bid price as in the case of an Invitation for Bids (IFB).

In addition, the City evaluates civil engineering design proposals in conjunction with the Qualifications Based Selection (QBS) process established in California Government Code section 4525 et. seq. This requires that consultants be evaluated on the basis of demonstrated competence before pricing is considered.

#### **ENVIRONMENTAL REVIEW**

This award is for the design phase and construction support services and is not a project which has the potential for causing a significant effect on the environment under the California Environmental Quality Act ("CEQA") Guidelines section 15061(b)(3), however it is expected that the CEQA determination for this project will be a categorical exemption pursuant to CEQA Guidelines section 15301(c) and (d) for existing streets involving no expansion. The consultant will review all CEQA documentation as part of their design review.

#### **BACKGROUND AND DISCUSSION**

Project 820190 provides for the rebuild of one traffic signal every two years at intersections which have reached the end of their life span, as evaluated by the Division of Transportation and Traffic. The current project is for the location at Hendy and Sunnyvale Avenues. This location includes a signal interface with the adjacent Caltrain railroad operations and intersection corners with steep grades which will need to be brought into current accessibility requirements.

RFP No. F17-079 was posted on the DemandStar public procurement network in January, 2017 with fourteen firms downloading plans. One proposal was received from TJKM in the amount of \$114,267,



including optional services. Following scope and fee discussions, pricing was increased to \$115,347 to add sufficient potholing at each signal pole location to mitigate excavation damage to underground utilities.

Staff has worked with TJKM recently on similar projects and has had successful outcomes. Based on the cost of these recent projects, staff feels that the proposal amount of \$115,347 is reasonable.

**FISCAL IMPACT**

Funding is available in Capital Project 820190, Traffic Signal Hardware and Wiring to fund this contract award.

**Funding Source**

This project is funded in the Infrastructure Renovation and Replacement Fund through transfers from Gas Tax revenues.

**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 design contract, in substantially the same format as Attachment 1 to the report in an amount not-to-exceed \$115,347 to TJKM Transportation Consultants 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 \$11,535.

Prepared by: Noel Dietz, Acting Purchasing Manager

Reviewed by: Timothy J. Kirby, Director of Finance

Reviewed by: Walter C. Rossmann, 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 TJKM TRANSPORTATION CONSULTANTS FOR DESIGN  
AND CONSTRUCTION SUPPORT SERVICES FOR TRAFFIC SIGNAL  
HARDWARE AND WIRING 2017 PROJECT LOCATED AT HENDY AND  
SUNNYVALE AVENUES**

THIS AGREEMENT, dated \_\_\_\_\_, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and TJKM TRANSPORTATION CONSULTANTS, a California corporation ("CONSULTANT").

WHEREAS, CITY desires to secure professional services necessary for investigation, analysis, design, preparation of construction drawings and contract specifications, consultation, services during construction and other services for a project known as Traffic Signal Hardware and Wiring 2017 Project Located at Hendy and Sunnyvale Avenues; 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 Atul Patel 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. In no event shall the total amount of compensation payable under this agreement exceed the sum of One Hundred Fifteen Thousand Three Hundred Forty Seven and No/100 Dollars (\$115,347.00) 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.

CONSULTANT will be reimbursed as promptly as fiscal procedures will permit upon receipt by the CITY of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated in the Compensation Schedule and shall reference the project title. The final invoice must contain the final cost and all credits due CITY. The final invoice should be submitted within 60 calendar days after completion of CONSULTANT's work.

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 sent by first class with postage prepaid, or sent by commercial courier, to address below.

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by email or fax, to accomplish timely communication. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be

deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of three business days after mailing.

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

To CONSULTANT: Atul Patel, P.E., T.T.O.E.  
Director of ITS & Design  
TJKM  
4305 Hacienda Dr., Suite 550  
Pleasanton, CA 94588

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. Governing Law, Jurisdiction and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its conflict of law principles. Proper venue for legal actions will be exclusively vested in a state court in the County of Santa Clara. The parties agree that subject matter and personal jurisdiction are proper in state court in the County of Santa Clara, and waive all venue objections.

23. 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

- A. 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. In the event of such termination, CONSULTANT shall be compensated in proportion to the percentage of satisfactory 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.
- B. 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.
- C. If CITY fails to pay CONSULTANT, CONSULTANT at its option may terminate this Agreement if the failure is not remedied by CITY within (30) days after written notification of failure to pay.

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.



IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

CITY OF SUNNYVALE ("CITY")

By \_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
City Manager

TJKM  
("CONSULTANT")

APPROVED AS TO FORM:

By \_\_\_\_\_

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
City Attorney

By \_\_\_\_\_

\_\_\_\_\_  
Name/Title

## **Exhibit "A"**

### **SCOPE OF WORK**

#### **I. General**

The scope of work generally includes preparation of: preliminary design (including surveying and potholing), design development, bid documents, and bidding/construction support for Public Works competitive bidding. Ancillary work includes: construction cost estimating, schedule monitoring, preparation of reports and recommendations, and project management.

#### **II. Project Information**

##### **A. Description**

This project is comprised of a currently signalized intersection at which a full reconstruction is to be performed. The City has performed an initial evaluation at this and has noted specific concerns. The Consultant will be responsible for performing detailed evaluation and making additional recommendations as appropriate for incorporation into the design.

In general, the design shall include the following components:

- Fully actuated, multiple phase, vehicle and accessible pedestrian signals
- Video detection for vehicles, bicycles and pedestrians (where a striped bicycle lane currently exists)
- Delineation and signing
- Emergency vehicle preemption
- Disabled access compliance, including push buttons and curb ramps
- Pedestrian audio and count-down heads
- Energy efficient LED safety lights and internally illuminated street name signs
- Full compliance with the latest Caltrans Standard Plans and Specifications, California Manual on Uniform Traffic Control Devices (CA-MUTCD) and California Highway Design Manual (HDM) standards.
- Consultant to confirm that no additional right of way is needed for any of the locations.
- Plans and specifications shall indicate reconstruction in such a manner that the existing traffic signal operations remain fully functioning until the electrical switch-over.
- Intersection functionality shall coordinate and operate with adjacent Caltrain operations. Existing traffic signal has preemption for railroad operations and must be included as part of the reconstruction.
- Consultant shall prepare signal timing plans for City's review.

Specific concerns include:

- Intersection proximity to existing Caltrain track/operations
- Overhead wiring on the north and east legs of the intersection
- Steep grade at the south-west corner; accessibility must be addressed at this location
- Existing power pole on the north-west corner of the intersection

##### **B. Location**

The project is located at the intersection of Hendy Avenue and Sunnyvale Avenue.

##### **C. Existing Conditions**

The site currently has an existing traffic signal which has been modified several times over the past years. Coordination with Caltrain will be required due to signal proximity to and interface with Caltrain operations.

- a. It is assumed there will be no hazardous material testing due to the previously performed report and analysis done on an adjacent project. We shall operate under the same assumptions and report for this project.

### **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 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. TJKM will prepare meeting minutes at all the meetings attended and provide action item logs for subsequent follow-up via email. We have budgeted 7 meetings at the following stages:

- Kickoff Meeting
- Review of 30% Submittal
- Review of 75% Submittal
- Review of 100% Submittal
- Construction Handoff Meeting via conference call
- Preconstruction Meeting
- "Lessons Learned" Meeting

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 city utilizes e-Builder project management software, and the Consultant is expected to work within the e-Builder system for this project. One e-Builder software license will be provided to the Consultant for the duration of the project. e-Builder software shall be utilized for all project management documentation and correspondence. City will provide one training session prior to start of design and again prior to start of construction to familiarize consultants with the software.

#### **B. Design Development**

Consultants shall be the Engineer of Record and responsible for design and preparation of complete plans and technical specifications for the project. The consultant must perform an adequate field investigation to confirm existing conditions.

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 2012 format.

Coordination and preparation of documentation to facilitate permits and outreach with utility companies, regulatory agencies, and other stakeholders (including Caltrain) 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 (5) sets of 24" x 36" hardcopies.
  - a. 30% plans: Cover sheet and plan sheet with base mapping (survey) and preliminary details.
  - b. Cut sheets for equipment/appurtenances.
  - c. Documentation of outreach with franchise utility companies for facilities needed to be relocated or adjusted to grade as a result of the proposed construction activities.
  - d. Project schedule update.
  - e. 30% construction cost estimate.
  - f. Brief memorandum of determination if the project's construction activities are within the NPDES Construction General Permit. Include project type and risk level.
  - g. Table of Contents list for technical specifications.
  - h. After the 30% plan layout has been approved, submit pothole data to City in advance of 75% submittal.
  - i. Other supporting documentation as necessary, including meeting minutes or other documentation for coordination with Caltrain CPUC.
  - j. Topographic Surveying- The drawings will not show the existing street right-of-way unless the boundary determination optional service is authorized, however it will show existing utility information.
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 five (5) sets of 24" x 36" hardcopies.
  - a. 75% Plans: All subcontracted work shall be accounted for in this submittal. All project details have been accounted for.

TJKM will prepare the project plans, which will include the following sheets:

- Cover Sheet
- General Note Sheet
- Civil Notes, Details, Typical Sections
- Demolition Plan Sheet
- Construction Layout Sheet
- Grading and Drainage Sheet
- Traffic Signal Removal Plan
- Traffic Signal Modification Plan
- Conductor and Equipment Schedule
- Signing and Striping
- Electrical Detail Sheets
- Photometric Layout Exhibit

- b. 75% specifications:
    - Technical specifications,
    - Special Provisions, with recommended changes in track changes format.  
The Special Provisions shall also 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
      - A table listing all inspections (including any special inspections and materials testing) and associated responsibility
      - A table list of materials requiring warranties, and associated warranty periods
  - c. Project schedule update.
  - d. 75% construction cost estimate in the form of the bid schedule.
  - e. Documentation of outreach to utility companies, and confirmation that utility conflicts have been resolved or a timeline for resolution of issues has been determined.
  - f. Documentation of coordination and submittal of necessary forms/permits with PG&E.
  - g. Submit pothole data. Each new traffic signal pole shall be potholed to a minimum depth of 7', and each free standing pedestrian push button shall be potholed to a minimum depth of 3'. Potholing the proposed signal pole standard with mast arm locations and 1-b pole locations (five total potholes allocated in the budget). The typical scope of work for positive location of underground utilities includes:
    - Obtain encroachment permits and other required permits from Cities Public Works
    - Meet the insurance requirements
    - Mobilization
    - Perform Electronic designation of Underground Utilities: mark with applicable color code
    - Contact USA if location of potholing is in public right of way
    - Provide traffic control as needed
    - Pothole based on pre-approved potholing plans provided by customer
    - Provide documentation to exact location of underground utilities
    - Backfill potholes with extracted material
    - Surface restoration with cold patch
    - Potholes to be 7 feet deep and 1 foot in diameter for signal pole with mast arm standards and 1-b poles.
  - h. Responses to the City's review comments on the 30% submittal, along with return of mark-ups.
  - i. Other supporting documentation as necessary, including meeting minutes or other documentation for coordination with Caltrain CPUC.
3. 100% Submittal: All issues, prior comments, and concerns must be addressed in this submittal. Submit five (5) 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. The professional shall sign, date and seal the following Certification of Peer Review on a letterhead document with the transmittal of the final plans and specifications:

“The undersigned hereby certifies that a professional peer review of these plans and the required designs was conducted by me, a professional engineer with expertise and experience in the appropriate fields of engineering equal to or greater than the Engineer of Record, and that appropriate corrections have been made.”

- b. 100% specifications
  - Reviewed bid instructions
  - Finalized technical specifications
  - Finalized Special Provisions
- 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, including meeting minutes or other documentation for coordination with Caltrain CPUC.
- g. TJKM will modify the latest traffic signal timing sheet received from the City based on the proposed improvements and submit back to the City in the Intelight 2070 controller format installed as part of the project.

#### C. Bid Package

The bid package shall be finalized upon incorporation of the City’s final comments from the 100% submittal, including incorporation of all outside agency 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. Technical specifications, with cover sheet stamped and signed by all necessary disciplines.
3. Final project schedule update.
4. Final construction cost estimate.

#### D. 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.

#### E. Construction Support Services

The City’s construction management team 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 via conference call 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 three (3) 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.

#### Exceptions to the Scope of Services

Please note that the following are not included in the Work Plan detailed above:

- Traffic Signal Analysis
- Traffic Signal Coordination Timing Plans along Sunnyvale Ave
- Hazardous waste testing, monitoring and contingency plan for both site and building demolition work
- Geotechnical monitoring
- Construction management, inspection, supervision and scheduling
- Construction staking
- Record Survey Maps, Tentative Maps, Parcel Maps, Final Maps, and legal descriptions and sketches

#### F. Optional Services

Below are optional services that the City may authorize the TJKM Team to perform. TJKM Team will proceed on the optional services upon approval in writing from the City.

- a. Task 1 –Traffic Analysis  
TJKM can also collect intersection turning movement counts and conduct a traffic analysis for the intersection to determine the optimal storage pocket lengths with the proposed new signal phasing and new lane geometry for each approach.
- b. Task 2 –Additional Potholing  
If additional potholing is required for signal pole foundations or utility potholing, depending on the amount of potholes the City would like to budget for the project, TJKM can outreach Exaro for a quotation for the additional potholes at that time. We have allocated for three additional potholes in our optional task budget.
- c. Task 3 –Boundary Determination  
This task includes the following:
  - Obtain Research Preliminary Title Report, existing deeds, and record maps related to the Project area.
  - Perform office calculations to facilitate efficient searching and/or recovery of existing boundary evidence for the Project.
  - Perform field survey to search and recover boundary evidence that may be utilized in determining the location of the boundary.
  - Analyze found boundary evidence and determine the physical location of the road and/or railroad right-of-way as it is required for this Project.
- d. Task 4 –Prepare and File Record of Survey

- If any of the conditions described in Section 8762 of the California Business and Professions Code are encountered during the course of the survey, a Record of Survey will be required to be completed and recorded.
- Prepare Record of Survey depicting the survey results, in accordance with California State law.
- Submit Record of Survey to Santa Clara County Surveyor's office for review, comment, and filing as a public record upon approval.

Conditions to the Optional Scope:

- The Client is responsible for providing any encroachment permits that may be required for work that may occur within the City or railroad right of way, in relation to the work described in Optional Tasks 3 and 4 above.
- Client shall provide full access to property, and obtain permission for Siegfried's entry into adjoining properties.

Exceptions to the Optional Scope of Services

It is understood that the following **are not** included in the optional scope of services:

- Hazardous waste testing, monitoring and contingency plan for both site and building demolition work,
- Phase I Environmental Assessment, Phase II Subsurface Investigation, and asbestos and lead containing material investigation and report,
- Geotechnical monitoring,
- Environmental impact report,
- Permit applications and fees,
- Construction management, inspection, supervision and scheduling,
- Building interior plumbing and fire sprinkler plan,
- Gas, electric and telephone service plans,
- Storm pump and sewage lift stations, and water pressurizing system plans,
- Design of any structural elements,
- Tentative Maps, Parcel Maps, Final Maps and legal descriptions and sketches,
- PUE or right of way dedications,
- Construction staking, and
- QSD/QSP services.

#### IV. Available Documents

The list below is available for information only.

- Record drawings. The City does not guarantee the accuracy or completeness of record drawings. Consultant shall verify all information to their professional satisfaction.
- Utility block maps for City sanitary sewer and storm drain are available on the City's website. City staff will provide water facilities block maps as necessary.  
<http://sunnyvale.ca.gov/Departments/PublicWorks/UtilityMaps.aspx>
- Hendy Avenue Streetscape Plans, including as-built traffic signal at Hendy/Sunnyvale
- Bench marks for vertical control are listed on the City's website:  
<http://sunnyvale.ca.gov/Departments/PublicWorks/BenchMarks,RecordMapsandRecordDrawings.aspx>



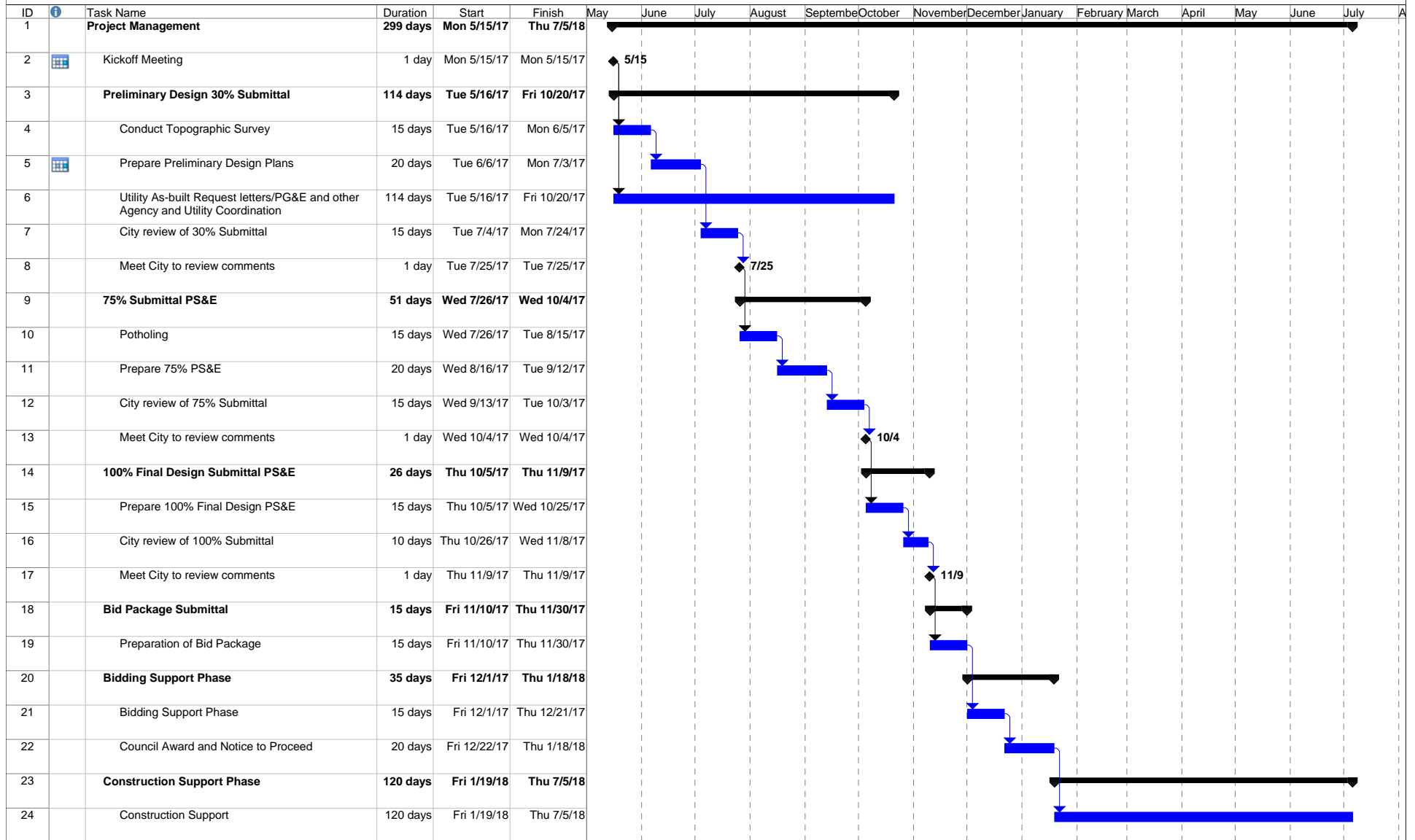
- City standard specifications and details are available on the City's website:  
<http://sunnyvale.ca.gov/Departments/PublicWorks/CityStandardDetailsandSpecifications.aspx>

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

- GIS data for property lines, street center lines, and two (2) foot contours
- Aerial photographs from 2015 (ArcGIS format)
- City standard plan cover sheet

# EXHIBIT A-1

Traffic Signal Reconstruction at Hendy Ave and Sunnyvale Ave



Project: schedule.mpp Date: Tue 4/18/17	Task		Split		Manual Task		External Tasks	
	Milestone		External Tasks		Duration-only		External Milestone	
	Summary		Project Summary		Manual Summary Rollup		Progress	
	Rolled Up Task		Group By Summary		Manual Summary		Deadline	
	Rolled Up Milestone		Inactive Milestone		Start-only			
	Rolled Up Progress		Inactive Summary		Finish-only			

Exhibit "B"  
Compensation Schedule

4/20/2017

Tasks		TJKM Labor								ODC	Siegfried		Exaro	Total
Task #	Task Description (Change task titles as detailed in the scope of work)	PIC	QA/QC	PM	Sr. Engr	Assoc. Engr	Admin	Total Hours	Total Labor Costs	TJKM	Survey, Civil PS&E	Other Direct Costs (Siegfried)	Potholing	Total Fee
		Nayan Amin	Ruta Jariwala	Atul Patel	Erik Bjorklund	Rutvij Patel				ODC	Siegfried		Exaro	
		\$250	\$250	\$230	\$165	\$125	\$90				Total Labor Costs		Fee/Hr or LS	
1	Project Management	1		40	-	-	-	41	\$9,450	\$432		\$0	-	\$9,882
2	30 % Design and Topo Survey		1	4	8	30		43	\$6,240	\$200	\$ 13,950	\$0		\$20,390
3	75% Design*		1	16	12	45	4	78	\$11,895	\$200	\$ 8,800	\$0	\$6,644	\$27,539
4	100% Design		1	16	8	36	2	63	\$9,930	\$200	\$ 4,950	\$0		\$15,080
4.1	Signal Timing Plan		4			24		28	\$4,000	\$0				\$4,000
5	Final Submittal		1	8	4	16	1	30	\$4,840	\$200	\$ 1,900	\$0		\$6,940
6	Bid Support			1		8		9	\$1,230	\$0	\$ 480	\$0		\$1,710
7	Construction Support			8	12	40		60	\$8,820	\$200	\$ 980	\$0		\$10,000
	Proposal Subtotal	1	8	93	44	199	7	352	\$56,405	\$1,432	\$ 31,060	\$0	\$6,644	\$95,541
	Optional Services													
A	Traffic Analysis	-	16		-	40	-		\$9,000	\$400	-	-	-	\$9,400
B	Add'l. Potholing (Signal foundations) (3 holes 1'x1'x6')												\$2,906	\$2,906
C	Boundary Determination & Record of Survey										\$ 7,500			\$7,500
	Total Optional Services	0	16	0	0	40	0	0	\$9,000	\$400	\$7,500	\$0	\$2,906	\$19,806
	Total Including Optional Services	1	24	93	44	239	7	352	\$65,405	\$1,832	\$ 38,560	\$0	\$9,550	\$115,347
	Notes:													
1	Potholing signal foundations (3 holes 1'x1'x7')													
2	*5 holes at 1'x1' x 7' depth													

Total+Optional Services	
TJKM (DBE)	\$67,237
Seigfried	\$38,560
Exaro	\$9,550
	\$ 115,347
DBE%	58%

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

---

17-0479

Agenda Date: 5/23/2017

---

### REPORT TO COUNCIL

#### SUBJECT

Award of Bid No. PW17-17 for Mary Avenue Bicycle Lanes Project Phase 2 and Approve Budget Modification No. 47

#### REPORT IN BRIEF

Approval is requested to award a construction contract in the amount of \$804,546 to Redgwick Construction Company of Oakland for the Mary Avenue Bicycle Lanes Project Phase 2 (Public Works Project No. TR-17-03). Approval is also requested for a 10% construction contingency in the amount of \$80,455, and for Budget Modification No. 47 to provide additional project funding.

#### EXISTING POLICY

Section 1309 of the City Charter requires construction contracts to be awarded to the lowest responsive and responsible bidder. Pursuant to Chapter 2.09 of the Sunnyvale Municipal Code, City Council approval is required for construction contracts exceeding \$100,000.

Pursuant to Sunnyvale Charter Section 1305, at any meeting after the adoption of the budget, the City Council may amend or supplement the budget by motion adopted by affirmative votes of at least four members so as to authorize the transfer of unused balances appropriated for one purpose to another, or to appropriate available revenue not included in the budget.

#### ENVIRONMENTAL REVIEW

Pursuant to sections 15070-15075 of the California Environmental Quality Act (CEQA) Guidelines, a Mitigated Negative Declaration for this project was considered and adopted by Council on October 8, 2013 (RTC No. 13-239).

#### BACKGROUND AND DISCUSSION

The Mary Avenue Bicycle Lanes Phase 2 Project on Mary Avenue from Evelyn Avenue to Maude Avenue consists of pavement repairs, slurry sealing, re-striping, video detection installations, and signage to install bicycle lanes in both the northbound and southbound directions. This portion of the project represents the remainder of bicycle facility improvements recommended for Mary Avenue in the City's Bicycle Mobility Plan. The intent of the project is to provide a safe environment for both pedestrians and bicyclists within the project limits. The striping modifications will improve traffic flow and provide a designated path of travel for bicyclists. This project satisfies the City's Non-Motorized Transportation Plan, making bicycling more convenient and building a comprehensive citywide bicycle network.

The project was broken into two phases due to funding constraints. Phase 1 of the project on Mary Avenue from Fremont Avenue to Evelyn Avenue was awarded by Council (RTC No. 16-0450) in May 2016 and completed in Spring 2017. Phase 2 leverages additional grant funding obtained by the City,

with construction occurring in Summer 2017. Public outreach meetings for both phases were held during the project conceptual design development process. Staff accelerated this phase of the project so that the modifications will be largely complete before school begins in the fall.

The project was advertised in the Sunnyvale Sun on March 3, 2017, with eleven general contractors requesting bid documents. Sealed bids were opened on March 29, 2017, with two responsive bids received. The lowest responsive and responsible bid was submitted by Redgwick Construction Company of Oakland, in the amount of \$804,546. The Bid Summary is contained in Attachment 1. The submitted bids are higher than the Engineer's Estimate (\$564,190 with contingency), which was prepared utilizing the most recent cost data the City has on file related to this type of construction work. As a result of the current economic conditions and the large number of projects being constructed throughout the bay area, costs have risen. While the bids were higher than anticipated, and insufficient funding is currently allocated to this project, staff recommends awarding this project to augment the bicycle lanes provided in Phase I and complete the project on Mary Avenue. There is also no guarantee that re-bidding the project will produce a better bid result. Therefore, a Budget Modification in the amount of \$830,001 is recommended for approval so that the work can proceed.

#### **FISCAL IMPACT**

Funding of \$885,001 is necessary to fund the contract award and 10% contingency. Existing funding in Capital Project 830760 (Mary Avenue Bicycle Lanes) totaling \$55,000 is available for the recommendations included in this report. Additional Funding totaling \$830,001 is recommended in Budget Modification No. 47. Funding sources include funding from a Transportation Development Act (TDA) grant (\$131,140), Transportation Fund for Clean Air (TFCA) grant (\$245,000), Capital Project 825290 Pavement Rehabilitation (\$232,000), and Traffic Mitigation Fees (\$221,861). It should be noted that TDA grant funds, which are recommended as a funding source, are subject to VTA Board approval scheduled for June 1, 2017. In advance of the VTA Board Meeting, the VTA Technical Advisory Committee and the Policy Advisory Board recommended funding approval. In the unlikely event, should the VTA Board not approve the grant funds, staff will return to the City Council to offset the grant funds with another funding source so that the project can proceed.

Budget Modification No. 47 is proposed to award the contract recommended in this memorandum. The figures in the Current column below reflect available funding sources.

**Budget Modification No. 47  
FY 2016/17**

	<b>Current</b>	<b>Increase/ (Decrease)</b>	<b>Revised</b>
<b>Capital Projects Fund / General Assets Sub-Fund</b>			
<u>Revenues</u>			
Transportation Development Act Grant (Project 830760 - Mary Ave Bicycle Lanes)	\$0	\$131,140	\$131,140
Transportation Fund for Clean Air Grant (Project 830760 - Mary Ave Bicycle Lanes)	\$0	\$245,000	\$245,000
<u>Transfers In</u>			
Transfer from Capital Projects Fund / Traffic Mitigation Sub-Fund (Project 830760 - Mary Ave Bicycle Lanes)	\$0	\$221,861	\$221,861
Transfer from General Fund (Project 830760 - Mary Ave Bicycle Lanes)	\$0	\$232,000	\$232,000
<u>Expenditures</u>			
Project 830760 - Mary Ave Bicycle Lanes	\$55,000	\$830,001	\$885,001
<b>Capital Projects Fund / Traffic Mitigation Sub-Fund</b>			
<u>Transfers Out</u>			
Transfer to Capital Projects Fund / General Assets Sub-Fund (Project 830760 - Mary Ave Bicycle Lanes)	\$0	\$221,861	\$221,861
<u>Reserves</u>			
Future Land Use and Transportation Projects	\$499,502	(\$221,861)	\$277,641
<b>Infrastructure Renovation and Replacement Fund</b>			
<u>Transfers In</u>			
Transfer from the General Fund (Project 825290 - Pavement Rehabilitation)	\$3,648,565	(\$232,000)	\$3,416,565
<u>Expenditures</u>			
Project 825290-Pavement Rehabilitation	\$4,015,990	(\$232,000)	\$3,783,990



**General Fund****Transfers Out**

Transfer to the Infrastructure Renovation and Replacement Fund (Project 825290 - Pavement Rehabilitation)	\$3,648,565	(\$232,000)	\$3,416,565
--------------------------------------------------------------------------------------------------------------------	-------------	-------------	-------------

Transfer to the Capital Projects Fund / General Assets Sub-Fund (Project 830760 - Mary Ave Bicycle Lanes)	\$0	\$232,000	\$232,000
--------------------------------------------------------------------------------------------------------------------	-----	-----------	-----------

**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**

1) Award a construction contract, in substantially the same form as Attachment 2 to the report and in the amount of \$804,546 to Redgwick Construction Company and authorize the City Manager to execute the contract when all necessary conditions have been met; 2) Approve a 10% construction contingency in the amount of \$80,455; and 3) Approve Budget Modification No. 47 to provide additional project funding.

Prepared by: Pete Gonda, Purchasing Officer  
Reviewed by: Timothy J. Kirby, Director of Finance  
Reviewed by: Manuel Pineda, Director of Public Works  
Reviewed by: Walter C. Rossmann, Assistant City Manager  
Approved by: Deanna J. Santana, City Manager

**ATTACHMENTS**

1. Bid Summary
2. Draft General Construction Contract

<b>Invitation for Bids No. PW17-17</b>				<b>Redgwick Construction Co.</b>		<b>Golden Bay Construction, Inc.</b>	
<b>Mary Avenue Bicycle Lanes Project Phase 2</b>				<b>21 Hegenberger Ct.</b>		<b>3826 Depot Road</b>	
<b>Prjoect No. TR-17-03</b>				<b>Oakland, CA 94621</b>		<b>Hayward, CA 94545</b>	
				<b>Bob Rahebi</b>		<b>Johnny Zanette</b>	
<b>BID ITEMS</b>	<b>QTY</b>	<b>UOM</b>	<b>Unit Price</b>	<b>Total</b>	<b>Unit Price</b>	<b>Total</b>	
1 Mobilization	1	LS	\$36,500.00	\$36,500.00	\$56,000.00	\$56,000.00	
2 Traffic Control	1	LS	\$166,700.00	\$166,700.00	\$199,606.00	\$199,606.00	
3 PCC Curb & Gutter Replacement	10	LF	\$380.00	\$3,800.00	\$80.00	\$800.00	
4 PCC Curb & Gutter Replacement with Herbicide	21	LF	\$385.00	\$8,085.00	\$80.00	\$1,680.00	
5 PCC Sidewalk Replacement	60	SF	\$60.00	\$3,600.00	\$20.00	\$1,200.00	
6 Median Island Demolition	2110	SF	\$9.00	\$18,990.00	\$19.00	\$40,090.00	
7 PCC Median Island Curb Replacement	639	LF	\$80.00	\$51,120.00	\$59.00	\$37,701.00	
8 PCC Median Island Replacement	892	SF	\$15.00	\$13,380.00	\$19.00	\$16,948.00	
9 Pavement Repair - 6 inch Digout	581	SF	\$30.00	\$17,430.00	\$24.00	\$13,944.00	
10 Additive Cost for Disposal of Grindings with Fabric (Deductive Item)	581	SF	\$1.00	\$581.00	\$1.50	\$871.50	
11 Manhole Cover Adjustments	2	EA	\$975.00	\$1,950.00	\$1,000.00	\$2,000.00	
12 Manhole Asphalt Ring Replacement	6	EA	\$650.00	\$3,900.00	\$450.00	\$2,700.00	
13 Valve & Monument Cover Adjustments	3	EA	\$700.00	\$2,100.00	\$700.00	\$2,100.00	
14 Valve Asphalt Ring Replacement	10	EA	\$550.00	\$5,500.00	\$375.00	\$3,750.00	
15 Crack Repair	1	LS	\$17,500.00	\$17,500.00	\$43,000.00	\$43,000.00	
16 Slurry Seal	39,500	SY	\$1.75	\$69,125.00	\$2.75	\$108,625.00	
17 Traffic Signal Modification - Mary Ave/Evelyn Ave	1	LS	\$47,500.00	\$47,500.00	\$64,815.00	\$64,815.00	
18 Traffic Signal Modification - Mary Ave/California Ave	1	LS	\$108,500.00	\$108,500.00	\$144,825.00	\$144,825.00	
19 Traffic Signal Modification - Mary Ave/Corte Madera Ave	1	LS	\$109,500.00	\$109,500.00	\$157,900.00	\$157,900.00	
20 Traffic Signal Modification - Mary Ave/Maude Ave	1	LS	\$48,500.00	\$48,500.00	\$82,430.00	\$82,430.00	
21 Detail 9	10,505	LF	\$0.50	\$5,252.50	\$1.00	\$10,505.00	
22 Detail 25	360	LF	\$1.00	\$360.00	\$1.75	\$630.00	
23 Detail 29	571	LF	\$3.00	\$1,713.00	\$5.50	\$3,140.50	
24 Detail 38	3,135	LF	\$1.50	\$4,702.50	\$3.00	\$9,405.00	
25 Detail 39	5,415	LF	\$1.00	\$5,415.00	\$1.50	\$8,122.50	
26 Detail 39A	1,185	LF	\$0.75	\$888.75	\$1.00	\$1,185.00	
27 Detail 40	902	LF	\$1.50	\$1,353.00	\$2.75	\$2,480.50	
28 Green Bike Lane	6,025	SF	\$4.00	\$24,100.00	\$13.50	\$81,337.50	
29 24" White	80	LF	\$8.00	\$640.00	\$14.00	\$1,120.00	
30 12" White	660	LF	\$4.00	\$2,640.00	\$7.00	\$4,620.00	
31 4" White	6,073	LF	\$1.00	\$6,073.00	\$1.50	\$9,109.50	
32 White Legends	3,755	SF	\$4.00	\$15,020.00	\$6.25	\$23,468.75	
33 Red Curb	145	LF	\$1.50	\$217.50	\$2.75	\$398.75	
34 Furnish and Install Roadside Sign (One post)	2	EA	\$250.00	\$500.00	\$400.00	\$800.00	
35 Replace Roadside Sign (on existing post/pole)	6	EA	\$150.00	\$900.00	\$225.00	\$1,350.00	
36 Remove and Salvage Roadside Sign	6	EA	\$85.00	\$510.00	\$135.00	\$810.00	
<b>BID TOTAL</b>				<b>\$804,546.25</b>		<b>\$1,139,468.50</b>	
Surety			10% Bid Bond		10% Bid Bond		
Primary License			"A"		"A"		
Subs			R&R Maker Construction, Co, Concrete		Bayside Stripe & Seal, Striping		
			Bayside Stripe & Seal, Striping Partial		Asphalt Impressions, Inc, Green Bike Lane		
			Bond Blacktop, Slurry		Bond Blacktop, Inc., Crack repair & Slurry Seal		
			St. Francis Electric, Electrical		Mike Brown Electric Co., Electrical		

## 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 REDGWICK CONSTRUCTION COMPANY, 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, "Mary Avenue Bicycle Lanes Project Phase 2, Project No. TR-17-03, Invitation for Bids No. PW17-17", including one 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 consist(s) of installing bicycle lanes on Mary Avenue between Evelyn Avenue and Maude Avenue including design of appropriate roadway resurfacing treatment(s), new roadway striping, green bike lanes per FHWA guidance, new inductive loops and/or video detection for bikes and motorists, modifications to existing traffic signal hardware for inclusion of video detection equipment, modification of existing curbs, and related signage, as called for, and in the manner designated in, and in strict conformity with, the Plans and Specifications prepared by W-trans and adopted by the Owner. These Plans and Specifications are entitled respectively, Mary Avenue Bicycle Lanes Project Phase 2, Project No. TR-17-03.

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

**3. Contract Price.** The Owner agrees to pay and the Contractor agrees to accept, in full payment for the work above agreed to be done, the sum of Eight Hundred Four Thousand Five Hundred Forty Six and 25/100 Dollars (\$804,546.25) subject to final determination of the work performed and materials furnished at unit prices per "Exhibit A" attached hereto and incorporated by this reference, and subject to additions and deductions in accordance, as provided in the Documents and in accordance with Contract Documents.

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

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

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

**7. Time for Completion.** All work under this contract shall be completed before the expiration seventy-five (75) working days from the date specified in the Notice to Proceed.

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

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

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

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

**10. Owner's Right to Withhold Certain Amounts and Make Application Thereof.** In addition to the amount which Owner may retain under 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. Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by email or fax, to accomplish timely communication. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of three business days after mailing. All notices sent pursuant to this Contract shall be addressed as follows:

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

Contractor: Redgwick Construction Co.  
21 Hegenberger Ct.  
Oakland, CA 94621

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

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

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

**15. Insurance.** 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 and Automobile 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 and \$4,000,000 annual aggregate combined single limit coverage. 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, use of owned automobiles, products and completed operations, including U, C and X. 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.

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

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

Contractor, and each subcontractor, shall, in accordance with California Labor Code Section 1776 or as the same may be later amended, keep accurate payroll records showing the name, address, social security

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

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

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

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

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

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

**20. Contractor's Guarantee.** Owner shall not, in any way or manner, be answerable or suffer loss, damage, expense or liability for any loss or damage that may happen to the building, work, or equipment or any part thereof, or in, on, or about the same during its construction and before acceptance. Contractor unqualifiedly guarantees the first-class quality of all workmanship and of all materials, apparatus, and equipment used or installed by Contractor or by any subcontractor or supplier in the project which is the subject of this Contract, unless a lesser quality is expressly authorized in the Plans and Specifications, in which event Contractor unqualifiedly guarantees such lesser quality; and that the work as performed by

Contractor will conform with the Plans and Specifications or any written authorized deviations therefrom. In case of any defect in work, materials, apparatus or equipment, whether latent or patent, revealed to Owner within one year of the date of acceptance of completion of this Contract by Owner, Contractor will forthwith remedy such defect or defects without cost to Owner.

**21. Liquidated Damages.** Time shall be the essence of this Contract. If Contractor fails to complete, within the time fixed for such completion, the entire work mentioned and described and contracted to be done and performed, Contractor shall become liable to Owner for liquidated damages in the sum of five hundred and no/100 (\$500.00), for each and every calendar day during which work shall remain uncompleted beyond such time fixed for completion or any lawful extension thereof. The amount specified as liquidated damages is presumed to be the amount of damage sustained by Owner since it would be impracticable or extremely difficult to fix the actual damage; and the amount of liquidated damages may be deducted by Owner from moneys due Contractor hereunder, or its assigns and successors at the time of completion, and Contractor, or its assigns and successors at the time of completion, and its sureties shall be liable to Owner for any excess.

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

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

**24. Entire Agreement; Amendment.** This writing constitutes the entire agreement between the parties relating to the services to be performed or materials to be furnished hereunder. No modification of this Agreement shall be effective unless and until such modification is evidenced by writing signed by all parties.

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



7 | Page

## EXHIBIT A

### Bid Schedule

Bid Item No.	Description	Qty.	Unit	Unit Price
1	Mobilization	1	LS	\$36,500.00
2	Traffic Control	1	LS	\$166,700.00
3	PCC Curb & Gutter Replacement	10	LF	\$380.00
4	PCC Curb & Gutter Replacement with Herbicide	21	LF	\$385.00
5	PCC Sidewalk Replacement	60	SF	\$60.00
6	Median Island Demolition	2110	SF	\$9.00
7	PCC Median Island Curb Replacement	639	LF	\$80.00
8	PCC Median Island Replacement	892	SF	\$15.00
9	Pavement Repair - 6 inch Digout	581	SF	\$30.00
10	Additive Cost for Disposal of Grindings with Fabric <b>(Deductive Item)</b>	581	SF	\$1.00
11	Manhole Cover Adjustments	2	EA	\$975.00
12	Manhole Asphalt Ring Replacement	6	EA	\$650.00
13	Valve & Monument Cover Adjustments	3	EA	\$700.00
14	Valve Asphalt Ring Replacement	10	EA	\$550.00
15	Crack Repair	1	LS	\$17,500.00
16	Slurry Seal	39,500	SY	\$1.75
17	Traffic Signal Modification - Mary Ave/Evelyn Ave	1	LS	\$47,500.00
18	Traffic Signal Modification - Mary Ave/California Ave	1	LS	\$108,500.00
19	Traffic Signal Modification - Mary Ave/Corte Madera Ave	1	LS	\$109,500.00
20	Traffic Signal Modification - Mary Ave/Maude Ave	1	LS	\$48,500.00
21	Detail 9	10,505	LF	\$0.50
22	Detail 25	360	LF	\$1.00
23	Detail 29	571	LF	\$3.00

24	Detail 38	3,135	LF	\$1.50
25	Detail 39	5,415	LF	\$1.00
26	Detail 39A	1,185	LF	\$0.75
27	Detail 40	902	LF	\$1.50
28	Green Bike Lane	6,025	SF	\$4.00
29	24" White	80	LF	\$8.00
30	12" White	660	LF	\$4.00
31	4" White	6,073	LF	\$1.00
32	White Legends	3,755	SF	\$4.00
33	Red Curb	145	LF	\$1.50
34	Furnish and Install Roadside Sign (One post)	2	EA	\$250.00
35	Replace Roadside Sign (on existing post/pole)	6	EA	\$150.00
36	Remove and Salvage Roadside Sign	6	EA	\$85.00

## EXHIBIT B

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

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



# City of Sunnyvale

## Agenda Item

---

17-0550

Agenda Date: 5/23/2017

---

### REPORT TO COUNCIL

#### **SUBJECT**

Approve Memorandum of Understanding between the City of Sunnyvale and the Sunnyvale Employees Association 2015-2019 and the Retirement Memorandum of Understanding 2017 - 2027, and Adopt a Resolution Amending the City's Salary Resolution and the Schedule of Pay to Increase Salaries for Pay Plan Category B (Sunnyvale Employees Association) and Adopt a Resolution Authorizing the City Manager to Exceed Appropriations for the FY 2016/17 Adopted Budget for governmental and agency funds.

#### **BACKGROUND**

A Tentative Agreement has been reached between the City of Sunnyvale (City) and the Sunnyvale Employees Association (SEA) on a successor Memorandum of Understanding (MOU). SEA represents non-management miscellaneous employees. This report recommends approval of the MOU, which, if approved by the City Council, will be in effect from July 1, 2015 through and including June 30, 2019.

The MOU between the City and SEA expired on June 30, 2015. Negotiators for the City and SEA began the meet and confer process in May 2015 and met 28 times in an effort to reach an agreement. A Tentative Agreement was reached on May 1, 2017. On May 9, 2017 SEA membership held a vote and the City was notified that the SEA membership ratified the attached agreements.

#### **EXISTING POLICY**

Council Policy 7.3.1 Legislative Management - Goals and Policies, Goal 7.3D: Maintain a quality work force, Consistent with state and federal laws, City Charter, and adopted policies in order to assure that City services are provided in an effective, efficient, and high quality manner.

#### **ENVIRONMENTAL REVIEW**

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

#### **DISCUSSION**

The significant provisions of the new MOU are as follows:

##### **Wages**

- 5.5% general wage increase retroactive to the first full pay period of July 2016 effective the first full pay period inclusive of Council approval

- 4% general wage increase effective the first full pay period of July 2017
- 2% general wage increase effective the first full pay period of July 2018

**Hazardous Duty Pay**

- Increase pay from 0.5% to 1.5%
- Increase eligibility and add classifications

**Retirement**

The cost of retirement to the California Public Employee Retirement System (CalPERS) is paid in two ways, the City's share, and the employee's share. Cities typically pay the City share and may pay all, a portion of, or none of the employee share. City payment of any portion of the employee share is called the Employer Paid Member Contribution (EPMC). The amount of EPMC is negotiable.

The total employee share of retirement costs is capped by law at 8% of pay for Tier 1 miscellaneous employees (2.7% at 55 formula) and 7% of pay for Tier 2 miscellaneous employees (2% at 60 retirement formula). The City will continue to pay 4% of this cost (the EPMC) as the City's actuary has determined that continuing to pay the EPMC is more cost effective for the City in the long-run rather than offsetting the elimination of the EPMC with salary increases as proposed by SEA during these negotiations. Tier 1 employees will continue to pay 4%, and Tier 2 employees will continue to pay 3% of EPMC.

As part of these negotiations, the City and SEA have also agreed upon a separate Retirement Memorandum of Understanding. This separate agreement commits the City to continue to pay an EPMC of 4% for Tier 1 and Tier 2 employees through June 30, 2027.

**Trainer Compensation**

Add 5% compensation for Community Service Officers performing training officer duties.

**Shift Differential**

Add 5% differential for employees regularly assigned to swing, graveyard or relief shifts.

**Cash In-Lieu of Medical Coverage**

This benefit is eliminated.

**Dental Insurance**

Reduce enrollment waiting period from 6 months to the month following an employee's date of hire.

**Bereavement Leave**

Step-parents will be added as eligible relationships for bereavement leave. Bereavement leave must be used within twelve months of the eligible incident. The City reserves the right to require proof of death.

**Paid Medical Leave**

Waiting period will be reduced from 160 hours to 120 hours.

**Safety Footwear**

Safety footwear allowance will be increased from \$225 to \$275 per fiscal year.

**FISCAL IMPACT**

The total cost for the successor MOU over its term is approximately \$9 million, and over twenty years is \$109 million over the City's original assumptions when negotiations started about two years ago, with approximately 60% of that impacting the General Fund.

As stated above, for the current fiscal year, the tentative agreement provides for a 5.5% general wage increase retroactive to July 2016, effective the first full pay period inclusive of Council approval. The costs for the current year are mostly budgeted with the remainder being absorbed through expenditure savings primarily due to vacancies. However, it is anticipated that some appropriations within some governmental and agency funds have additional expenditure savings, which will be used to cover excess expenditures for appropriations within the same fund. Therefore, staff recommends that the City Council authorize the City Manager to exceed appropriations in the FY 2016/17 Adopted Budget for governmental and agency funds as long as sufficient monies are available within the same governmental or agency fund. Governmental funds such as the General Fund are used to account for functions of the City that are principally supported by taxes and intergovernmental revenues. Agency Funds account for assets held for another entity where the City has custodial responsibility such as the community facility district funds or the Santa Clara Valley Urban Runoff Pollution Prevention Program fund,

Each year as part of the budget adoption Council sets appropriations for programs and projects through a resolution. The City Manager is given authority to exceed these appropriations without Council approval for other types of funds such as enterprise, internal service, or proprietary funds. For governmental and agency funds, the City Manager is authorized to re-appropriate budgeted amounts between programs that are within the same department and fund under certain thresholds, however, exceeding appropriations requires Council approval. Staff is recommending Council give authority to the City Manager to exceed program appropriations across departments and programs for governmental and agency funds as long as sufficient monies are available within a particular governmental or agency fund. As part of closing out the Fiscal Year 2016/2017, staff will report out on the budgeted vs. actual expenditures by appropriation by fund.

The fiscal impact from the remainder of the successor MOU has been incorporated into the FY 2017/18 Recommended Budget, as has the ongoing commitment on paying 4% of EPMC.

**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.

**STAFF RECOMMENDATION**

Approve and Authorize the City Manager to Execute the Memorandum of Understanding between the City of Sunnyvale and the Sunnyvale Employees Association 2015 - 2019 and the Retirement Memorandum of Understanding 2017 - 2027, Adopt the Resolution amending the City's Salary Resolution and the Schedule of Pay to Increase Salaries for Pay Plan Category B (Sunnyvale Employees Association), and Adopt a Resolution Authorizing the City Manager to Exceed Appropriations in the FY 2016/17 Adopted Budget for governmental and agency funds as long as sufficient monies are available within the fund.

Prepared by: Anthony Giles, Human Resources Manager

Reviewed by: Teri Silva, Director, Department of Human Resources

Reviewed by: Walter C. Rossmann, Assistant City Manager

Approved by: Deanna J. Santana, City Manager

### **ATTACHMENTS**

1. Memorandum of Understanding between the City of Sunnyvale and the Sunnyvale Employees Association (SEA) 2015 - 2019 with no markup
2. Memorandum of Understanding between the City of Sunnyvale and the Sunnyvale Employees Association (SEA) 2015 - 2019 - redlined version
3. Revised Salary Table
4. Resolution Amending the City's Salary Resolution and the Schedule of Pay to Increase Salaries for Pay Plan Category B (Sunnyvale Employees Association)
5. Retirement Memorandum of Understanding 2017 - 2027
6. Resolution Authorizing the City Manager to Exceed Appropriations in the FY 2016/17 Adopted Budget for Governmental and Agency Funds to Implement the MOU Between the City and SEA 2015 -2019



**CITY OF SUNNYVALE**

**AND**

**SUNNYVALE EMPLOYEES' ASSOCIATION**

**MEMORANDUM OF UNDERSTANDING**

**JULY 1, 2015 TO JUNE 30, 2019**



## TABLE OF CONTENTS

Article 1	PREAMBLE.....	1
Article 2	RECOGNITION.....	1
Article 3	RATIFICATION.....	1
Article 4	TERM.....	1
Article 5	CITY RIGHTS.....	1
Article 6	FULL UNDERSTANDING, MODIFICATIONS, AND WAIVERS.....	2
Article 7	SEVERABILITY.....	2
Article 8	ORDINANCES, CODES, AND RESOLUTIONS.....	3
Article 9	SCOPE OF NEGOTIATIONS.....	3
Article 10	AUTHORIZED AGENTS.....	3
Article 11	GOVERNMENTAL MANDATES.....	3
Article 12	EQUAL EMPLOYMENT OPPORTUNITY POLICY.....	4
Article 13	AMERICANS WITH DISABILITIES ACT (ADA).....	4
Article 14	RENEGOTIATIONS.....	4
Article 15	RETIREMENT.....	4
Article 16	WAGES/COMPENSATION.....	6
16.1	Salaries.....	6
16.2	Salary Adjustments.....	6
16.3	Comparable Agencies.....	6
16.4	Overtime.....	7
16.5	Out-Of-Class Pay.....	9
16.6	Bilingual/Translator Pay.....	9
16.7	Hazardous Duty Pay.....	10
16.8	Certification Pay.....	11
16.9	Standby Duty and Compensation.....	14
16.10	Call-Out Duty and Compensation.....	15
16.11	Call Back Pay.....	15
16.12	Court Pay.....	16
16.13	Emergency Overtime for Employees/Rest Period.....	16
16.14	Class A and B Driver's License Compensation.....	17
16.15	License Reimbursement.....	17
16.16	Shift Differentials.....	17
16.17	Trainer Compensation.....	17
Article 17	INSURANCE PLANS.....	18
17.1	Medical Insurance.....	18
17.2	Cash In-Lieu of Medical Coverage.....	19
17.3	Dental Insurance.....	19
17.4	Vision Insurance.....	20
17.5	Employee Assistance Program.....	20
17.6	Registered Domestic Partners.....	20
17.7	Life/AD&D and Long Term Disability Insurance.....	20
17.8	Dependent Care.....	20
17.9	Health Care Reimbursement Account.....	21
17.10	Short Term Disability Insurance.....	21

17.11	Affordable Care Act.....	21
Article 18	LEAVES .....	21
18.1	Paid Time Off .....	22
18.2	Holiday Leave .....	24
18.3	Bereavement Leave .....	26
18.4	Jury Leave.....	27
18.5	Military Leave .....	27
18.6	Paid Medical Leave (PML) .....	27
18.7	Compensatory Time Off .....	27
18.8	Accrued/Bank Leave usage .....	28
Article 19	ADDITIONAL BENEFITS .....	28
19.1	Workers' Compensation Benefits .....	28
19.2	Tuition Reimbursement .....	29
19.3	City-Wide Employee Emergency Leave Relief Fund.....	30
19.4	Jackets-Water Pollution Control .....	30
19.5	Safety Footwear .....	30
19.6	Tool Allowance.....	31
19.7	Testing for City Vacancies.....	31
19.8	Direct Deposit.....	32
19.9	Commuter Transportation Benefit .....	32
19.10	Reimbursement Procedures.....	32
19.11	Reporting of Special Compensation - Uniforms .....	32
Article 20	WORKING CONDITIONS .....	33
20.1	Work Schedules .....	33
20.2	Promotional Exams .....	34
20.3	Reclassification .....	34
20.4	Reduction In Force.....	35
20.5	Health and Safety.....	36
20.6	Job Sharing .....	36
20.7	Job-Related Work .....	36
20.8	Grievance Procedure .....	36
20.9	Disciplinary Appeal Procedure .....	40
20.10	Selection Appeal Procedure.....	41
20.11	Arbitration.....	41
20.12	Appeal Procedure Waiver .....	42
Article 21	ASSOCIATION PROVISIONS .....	43
21.1	Bulletin Boards .....	43
21.2	Use of City Facilities and Equipment.....	43
21.3	Conference Attendance .....	44
21.4	Dues Deduction.....	44
21.5	Agency Shop.....	44
21.6	New Employee Orientation.....	47
21.7	Release Time for Association Business .....	47
21.8	Association/Management Problem Solving Committee.....	48
Article 22	PAYDAY.....	49
Article 23	HRIS/FINANCIAL SYSTEM .....	49

Article 24	TERM LIMITED EMPLOYMENT .....	50
Exhibit A – Classifications Represented by the Sunnyvale Employees’ Association.....		53
Exhibit B – Clarification of Overtime, Holiday, and Alternate Work Schedule Provision Contained in this Agreement.....		58
Exhibit C - Classifications Eligible for Flextime.....		69
Exhibit D - Classifications Eligible for Safety Footwear Allowance.....		70
Exhibit E - Water Pollution Control Plant Instrumentation and Maintenance Mechanics Tool Inventory Agreement.....		73

## **Article 1      PREAMBLE**

This Memorandum of Understanding (MOU) is between the City of Sunnyvale and the duly authorized representatives of the Sunnyvale Employees' Association (SEA). Its purpose is to promote harmonious relations between the City, the Association, and employees by setting forth the understanding of the parties reached as a result of meeting and conferring in good faith regarding the wages, hours, and certain other terms and conditions of employment of employees in the classifications comprising this Bargaining Unit (Unit).

## **Article 2      RECOGNITION**

The Sunnyvale Employees' Association (Association) is hereby acknowledged as the exclusively recognized employee organization for those employees in the classifications listed in Exhibit A as it currently reads or as modified by agreement of the parties during the term of the MOU.

If the City develops a new classification, it shall make an initial determination as to the bargaining unit and job family placement of that classification.

The City shall notify the Association of the development of a new classification and the City's initial bargaining unit placement and job family placement, and, upon written request from the Association within ten (10) work days from the City's notice, shall consult with the Association concerning the placement of the new classification(s).

## **Article 3      RATIFICATION**

It is agreed that the provisions of this MOU are of no force or effect until ratified by the Association and duly adopted by the City Council of the City of Sunnyvale.

## **Article 4      TERM**

The term of this Agreement shall be from July 1, 2015, through and including June 30, 2019, and will thereafter continue in effect until the parties reach agreement on a successor Agreement or the City Council takes action to modify the wages, hours and terms and conditions of employment provided hereunder.

## **Article 5      CITY RIGHTS**

Except as modified by this MOU, the rights of the City as contained in the City Charter, Constitution and Laws of the State of California include, but are not limited to, the right to determine the services, activities and functions of its constituent departments,

commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action for just cause; layoff its employees because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which governmental operations are to be conducted; take all necessary actions to carry out its service, activities and functions in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

## **Article 6      FULL UNDERSTANDING, MODIFICATIONS, AND WAIVERS**

This Agreement sets forth the full and entire agreement of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements, including any prior memoranda of understanding, over the matters set forth within, whether formal or informal, are hereby superseded or terminated in their entirety.

It is agreed and understood that, except as set forth herein, each party hereto voluntarily and unqualifiedly waives its right to negotiate, and agrees that the other party shall not be required to negotiate with respect to any subject or matter covered herein or with respect to any other matters within the scope of representation, during the term of this Agreement.

No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed by all parties hereto, and if required, approved by the City and ratified by the membership of the Association.

The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

## **Article 7      SEVERABILITY**

In the event any provision of this MOU is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the MOU shall remain in full force and effect.

If a provision is declared invalid or unenforceable as provided above, at the written request of either party submitted to the other within ten (10) work days of such action by the court, the parties shall meet promptly to negotiate the impact of such declaration by the court.

## **Article 8      ORDINANCES, CODES, AND RESOLUTIONS**

Any written City ordinances, codes, or resolutions currently in effect that cover subjects within the scope of representation shall not be changed during the term of this Agreement without first giving the Association the opportunity to meet and confer concerning such changes, except as otherwise provided by this Agreement.

Such meeting and conferring shall be up to and including mediation.

## **Article 9      SCOPE OF NEGOTIATIONS**

The scope of representation shall include all matters relating to employment conditions, and employer-employee relations including but not limited to wages, hours, and other terms and conditions of employment, as provided by the Meyers-Milias-Brown Act and as may be amended.

## **Article 10    AUTHORIZED AGENTS**

For purposes of administering the terms and provisions of this Agreement:

City's principal authorized representative shall be the City's Director of Human Resources or his/her duly authorized representative (address: 505 West Olive Avenue, Suite 200, Sunnyvale, CA 94086; telephone (408) 730-7490) except where a particular management representative is specifically designated in connection with the performance of a specified function or obligation set forth herein.

The Association's principal authorized agent shall be the President of the Sunnyvale Employees' Association or his/her duly authorized representative. The Association's official mailing address is P.O. Box 70700, Sunnyvale, CA 94086.

## **Article 11    GOVERNMENTAL MANDATES**

If the Federal Government or the State of California or any voter-driven initiative imposes any labor requirements or mandates any changes in employee compensation (wages or benefits) or employer mandated costs associated with employee compensation applicable to SEA represented employees, the Association and the City shall meet and confer over the impacts of the legal requirement or mandated change. The parties understand that the City will have to timely comply with any changes in the law independent of their negotiations over the impacts of those legal changes. However, the City will endeavor to meet and confer with the Association prior to the implementation of such changes, and in any event, as promptly as possible.

## **Article 12    EQUAL EMPLOYMENT OPPORTUNITY POLICY**

The Sunnyvale Employees' Association supports in full the City's Equal Employment Opportunity Policy.

## **Article 13    AMERICANS WITH DISABILITIES ACT (ADA)**

The parties recognize that the City may be required to make certain accommodations to carry out its obligations under the Americans with Disabilities Act (ADA). Some of these accommodations may require actions which are contrary to the language or intent of existing provisions of this Agreement. The parties agree that such accommodation shall not constitute a "past practice" or waiver by either party to its right to fully enforce such provisions in the future with regard to persons not subject to the protections of the ADA. Recognizing that circumstances surrounding ADA compliance in individual cases necessarily involve matters which are personal and require the utmost confidentiality, specifics of an individual case shall not be divulged by the City. This Article shall not be grievable or arbitrable.

## **Article 14    RENEGOTIATIONS**

In the event either party hereto desires to negotiate a successor MOU, written notice of desire to renegotiate shall be served during the period of 120 days to 90 days prior to the termination date of the MOU. If either party serves notice to renegotiate, the Association shall provide the City with its initial written proposals 90 days prior to the termination of the MOU.

The negotiations shall begin as soon as practical after receipt of such written notice.

## **Article 15    RETIREMENT**

- 15.1 The City has contracted with CalPERS and shall provide pension benefits for miscellaneous employees, including employees in this Unit, in a manner consistent with State law and will comply with the Public Employees' Pension Reform Act (Government Code Section 7522 et seq.).
- 15.2 The City has contracted with CalPERS to provide Level III of the 1959 Survivor Benefit and the Military Buy-Back Option.
- 15.3 Employees' payment to their employee contribution to CalPERS shall be made pursuant to IRC Section 414(h)(2).



15.4 Tier 1 – Local Miscellaneous 2.7% at age 55

Employees hired before December 23, 2012 shall receive Local Miscellaneous 2.7% at age 55 retirement formula. Final compensation shall be calculated using the single highest year model.

The City shall continue to contribute four percent (4%) of the eight percent (8%) employee contribution during the term of the MOU. Employee shall pay the remaining four percent (4%) of the employee contribution. City intends to continue to pay this benefit on a going-forward basis and has projected the 4% EPMC throughout the twenty-year long-term financial plan.

The City's payment of the employees' CalPERS contribution is based upon authority from CalPERS and upon tax treatment permitted by the Internal Revenue Service under Internal Revenue Code Section 414(h)(2) and revenue rulings related thereto, and by the California Franchise Tax Board. It is understood that the State Legislature or Congress may alter the statutory authority for this tax treatment, and the Franchise Tax Board or the IRS or the United States Department of the Treasury may alter the current revenue rulings, either by other rulings or by issuing new regulations.

The City shall report the value of employer-paid member contributions (EPMC) as additional compensation for each employee.

15.5 Tier 2 – Local Miscellaneous 2.0% at age 60

Employees hired on or after December 23, 2012 who are also classic CalPERS members shall receive the Local Miscellaneous 2.0% at age 60 retirement formula. Final compensation shall be calculated using the single highest year model.

The City shall continue to contribute four percent (4%) of the seven percent (7%) employee contribution during the term of the MOU. Employee shall pay the remaining three percent (3%) of the employee contribution. City intends to continue to pay this benefit on a going-forward basis and has projected the 4% EPMC throughout the twenty-year long-term financial plan.

The City's payment of the employees' CalPERS contribution is based upon authority from CalPERS and upon tax treatment permitted by the Internal Revenue Service under Internal Revenue Code Section 414(h)(2) and revenue rulings related thereto, and by the California Franchise Tax Board. It is understood that the State Legislature or Congress may alter the statutory authority for this tax treatment, and the Franchise Tax Board or the IRS or the United States Department of the Treasury may alter the current revenue rulings, either by other rulings or by issuing new regulations.

The City shall report the value of employer-paid member contributions (EPMC) as additional compensation for each employee.

15.6 Tier 3 – Local Miscellaneous 2.0% @ 62

Employees hired on or after January 1, 2013 who are also new CalPERS members shall receive the Local Miscellaneous 2.0% at age 62 retirement formula. Final compensation shall be calculated using the highest 36-consecutive month model. Employees will pay fifty percent (50%) of normal cost as the employee contribution. The normal cost is subject to change on a fiscal year basis as determined by CalPERS.

## **Article 16 WAGES/COMPENSATION**

### **16.1 Salaries**

Pay rates for each classification within the Unit shall be assigned to a pay grade as set forth in Pay Plan Category B as defined in the City's Salary Resolution, consistent with compensation objectives described in the City's Administrative Policy.

### **16.2 Salary Adjustments**

During the term of this Agreement, the City shall adjust base wages for all represented classifications as follows:

Effective the first full pay period in July 2016 (July 3, 2016): 5.5% across the board increase.

Effective the first full pay period in July 2017: 4% across the board increase

Effective the first full pay period in July 2018: 2% across the board increase

### **16.3 Comparable Agencies**

The parties agree that in negotiations for successor memorandum of understanding, unless they agree on other survey jurisdictions, the comparable agencies for the majority of classifications in the bargaining unit shall be:

Alameda  
Fremont  
Hayward  
Milpitas  
Mountain View  
Palo Alto  
Richmond  
San Leandro  
San Mateo  
Santa Clara

For purposes of comparing job classifications of Environmental Chemist and Water Pollution Control Operator, the parties agree to the following agencies:

Dublin/San Ramon Services District  
City of Hayward  
City of Palo Alto  
City of San Jose  
City of San Leandro  
Silicon Valley Clean Water  
Union Sanitary District

For purposes of comparing the classification of Senior Programmer Analyst, the parties agree to the following agencies:

City of Fremont  
City of Milpitas  
City of Palo Alto

For purposes of comparing the classification of Career Advisor the parties agree to the following agencies:

Alameda County Workforce Board  
Richmond Workforce Board  
Workforce Investment San Francisco

#### **16.4 Overtime**

An employee who is required and authorized in advance by a management supervisor or his/her designee and who actually works overtime shall be compensated at one and one-half times his/her base hourly rate for all such overtime work in excess of forty (40) hours per work period, unless compensatory time is provided pursuant to Article 18.7. The City shall fully comply with the appropriate Fair Labor Standards Act's Regulations regarding the payment of overtime.

a) Overtime.

Overtime shall be defined as all paid hours in excess of forty (40) hours worked in a workweek (see Exhibit B, Example A). Except in the event of an emergency, the maximum number of hours an employee may work in any one 24-hour period is 12 hours.

The City shall define the workweek (fixed and regularly recurring period) for purposes of overtime.

An employee who works on a holiday shall be compensated at the overtime rate for all hours worked on the holiday in addition to eight (8) hours holiday pay (see Exhibit B, Example B).

All paid time shall count as time worked when determining overtime (see Exhibit B, Example A).

b) Flex Scheduling

Flex scheduling is defined as an occasional adjustment to an employee's work schedule which does not alter the total number of hours scheduled to be worked per week, but simply alters the time of day those hours are worked.

For employees in the classifications listed in Exhibit C, the City and the employee shall be allowed to reasonably flex or change the work schedules for these employees in order to minimize overtime expenditures and facilitate an employee's ability to balance work with other aspects and obligations in accordance with the following procedures. The primary, but not exclusive, use of this provision is for the scheduling of evening meetings, special events, and occasional necessary work that cannot be performed during an employee's regular schedule. Flex scheduling shall not be used where the City determines that an alternative schedule pursuant to Administrative Policy Chapter 3, Article 39 or special work schedule in accordance with the provisions of MOU Article 20.1 is more appropriate to address on-going City needs.

1. The flex schedule must occur within the employee's regular 40 hour workweek, but is not restricted to a specific day or portion thereof. The manager and employee should work collaboratively to flex the employee's schedule in a manner that satisfies the City's needs and also reschedules the employee's work to a time agreeable to the employee. The manager shall make the final determination. If an employee feels that a manager is not working collaboratively on flex scheduling, the employee may refer the matter to the Human Resources Director.
2. An employee should be informed about the need for a flex schedule with as much notice as is reasonably possible consistent with best practices.
3. No permanent change in work schedules are permitted under this provision.
4. No employee shall be put on a schedule that mandates the employee routinely stay late when there is no evening meeting, special event or occasional necessary work.

This Article shall not prohibit any employee covered by this MOU to voluntarily flex their schedule on a temporary basis, subject to the approval of their supervisor.

During the term of this MOU, the City or the Association may meet and confer over the issue of overtime, flex time and exempt status designation.

### **16.5 Out-Of-Class Pay**

Employees who are temporarily assigned to work in a higher classification and work in such classification for six or more consecutive work days shall be compensated at five percent above the employees' normal pay rate or the first step of the higher level position, whichever is greater. Assignments may be made to employees who are capable of performing the work of the higher-level position whether or not they have attained a particular formal educational level. Such assignments will be assigned on an as-needed basis and when the higher classification is a budgeted vacancy or temporarily unfilled due to the incumbent's absence for vacation or other approved leave.

Such out-of-class assignment pay shall be based on the full period of actual hours worked during the out-of-class assignment and received for the full period of time in which the employee works in the out-of-class assignment or any management or supervisory class, and provided that such higher assignment and related compensation has been authorized in advance by the employee's manager or his/her designee and has been processed by the Human Resources Department. Out-of-class assignment pay shall not be paid for Paid Time Off, holidays, Paid Medical Leave or any other leave during the out-of-class assignment; nor, shall such leave days be considered a break in the out-of-class assignment.

### **16.6 Bilingual/Translator Pay**

Employees are entitled to receive, in addition to their regular compensation, sixty dollars (\$60.00) per month (i.e., twenty-seven dollars and sixty-nine cents [\$27.69] per pay period) for Bilingual/Translator skills if they meet the following criteria:

- a) Certification by a provider contracted through the Department of Human Resource that the employee possesses the needed language skills at an acceptable skill level; and
- b) Certification by the director of the department that the particular assignment of the employee involves need for the required skills on a regular and frequent basis.

Bilingual/Translator Pay will not necessarily continue if the employee is transferred or promoted.

Qualifying languages are: Cantonese, Japanese, Mandarin, Sign Language, Spanish, Tagalog, Thai, Vietnamese, Farsi, and other language(s) deemed appropriate by the City.

## **16.7 Hazardous Duty Pay**

Following are some example of duties considered as hazardous duty:

Use of high climbing rope for tree trimming work;

Use of mechanical, hydraulic or pneumatic boom equipment for high electrical or mechanical work;

Use of climbing equipment for high pole work;

Repair of knockdowns in which there is potential contact with high voltage electrical wires;

Operation of the Stinger Crane when there is potential contact with high voltage electrical wires;

Work in confined spaces as determined by the City, except as performed by employees in the water pollution control series.

Confined space is a space defined by the concurrent existence of the following conditions:

Existing ventilation is insufficient to remove dangerous air contamination and/or oxygen deficiency which may exist or develop; and

Ready access or egress for the removal of a suddenly disabled employee is difficult due to the location and/or size of the opening; and

Dangerous Air contamination" and "oxygen deficiency" are used as defined in Title 8, Article 108, Section 5156 of the California Occupational Safety and Health Code.

As used in this Article, "high" means that the nature of the work requires the employee to operate at a height above the ground that presents a danger of injury from a fall.

Effective the first full pay period following ratification and approval by the City Council, employees in the following classifications shall receive a 1.5% hazardous duty differential over their regular base pay, regardless of the duties listed above:

<b>Job Code</b>	<b>Classification</b>
5753	Cross Connection Control Specialist
5310/5315/5320	Facilities Technician I/II/III
5301	Facility Attendant II
7325	Groundsworker
5100	Heavy Equipment Operator
5860/5850	Maintenance Worker I/II
5350	Parks Leader
7675	Parks Worker III
5510	Public Works Crew Leader
5640	Public Works Supervisor
5651	Senior Building Services Leader
5710	Senior Maintenance Worker
5600	Senior Park Utility Worker
5930	Senior Wastewater Collections Worker
5820	Senior Water Distribution Worker
5200	Street Lighting Technician
7800	Utility Worker
5830	Water Distribution Worker
5810	Water Distribution Crew Leader
5800	Water Distribution Supervisor
4100	Water System Operator
5920	Wastewater Collections Crew Leader
5910	Wastewater Collections Supervisor

## 16.8 Certification Pay

Effective the first full pay period following ratification and approval by the City Council, the City shall pay for training, acquisition, and maintenance of the certifications listed as follows. Employees shall receive a total of 2.5% certification pay for the possession of one or more of these certifications as follows for all paid hours, including all overtime, as well as leave payouts:

<b>Job Code</b>	<b>Classification</b>	<b>Certification</b>
7900	Water Pollution Control Operator in Training	Grade 1 or higher Operator's Certificate/California State Water Resources Board
5751	Sr. Water Pollution Control Operator	Grade 4 or higher Operator's Certificate/California State Water Resources Board
5752	Principal Water Pollution Control Operator	Grade 4 or higher Operator's Certificate/California State Water Resources Board

<b>Job Code</b>	<b>Classification</b>	<b>Certification</b>
5830	Water Distribution Worker	Backflow Prevention Assembly Tester or Cross Connection Control Program Specialist from American Water Works Association  Or  Grade 3 or higher Water Distribution Operation Certificate from State of California Department of Health Services
5820	Sr. Water Distribution Worker	Backflow Prevention Assembly Tester or Cross Connection Control Program Specialist from American Water Works Association  Or  Grade 3 or higher Water Distribution Operation Certificate from State of California Department of Health Services
5753	Cross Connection Control Specialist	Backflow Prevention Assembly Tester or Cross Connection Control Program Specialist from American Water Works Association  Or  Grade 3 or higher Water Distribution Operation Certificate from State of California Department of Health Services
5810	Water Distribution Crew Leader	Backflow Prevention Assembly Tester or Cross Connection Control Program Specialist from American Water Works Association  Or  Grade 3 or higher Water Distribution Operation Certificate from State of California Department of Health Services



<b>Job Code</b>	<b>Classification</b>	<b>Certification</b>
5800	Water Distribution Supervisor	Backflow Prevention Assembly Tester or Cross Connection Control Program Specialist from American Water Works Association  Or  Grade 4 or higher Water Distribution Operation Certificate from State of California Department of Health Services
4100	Water System Operator	T2 or higher Water Treatment Operator Certificate issued by the California State Department of Public Health  Or  D3 or Higher Distribution Operator Certificate issued by the California State Department of Public Health  Or  Backflow Tester Certification approved by the American Water Works Association  Or  Cross-Connection Specialist Certification approved by the American Water Works Association
5730	Principal Design and Construction Operator	Grade 4 or higher Operator's Certificate/California State Water Resources Board

The first full pay period following receipt by the Department of Human Resources of a copy of the employee's certification (passing of exam and completing all other requirements, e.g. experience, time in class, etc.), the City shall begin payment of the certification pay.

In order for an employee to continue to receive certification pay, the certification must be current and valid. Prior to expiration of the current certification on file, a renewed or current/valid certification must be received by the Department of

Human Resources in order to continue the certification pay. Should an employee fail to renew his/her certification by the expiration date, the certification pay shall cease beginning the first full pay period following the expiration of the existing certification.

## **16.9 Standby Duty and Compensation**

Standby duty is defined as that circumstance which requires the employee so assigned to:

Be ready to respond in a reasonable time to calls for her/his service;

Be readily available at all hours by telephone, or other communication devices, and

Refrain from activities which might impair her/his assigned duties upon call.

Standby duty shall be assigned by a management supervisor or his/her designee in writing; and

Shall be compensated at the rate of 0.7 hours at the overtime rate for each eight (8) hours of standby duty worked; plus

Two (2) hours compensation at the overtime rate on completion of fourteen (14) consecutive eight (8) hour periods of standby duty.

On holidays, standby shall be compensated at the rate of 1.5 hour at the overtime rate for each eight (8) hours of standby duty worked.

Standby hours shall be recorded on the employee's timecard by using the "Standby" pay code.

Notwithstanding the foregoing, for employees in the Water/Sewer Unit of the Field Services Division, the following provision for Standby shall apply:

Shall be compensated at the rate of 0.7 hours at the overtime rate for each shift of approximately eight (8) hours of Standby duty worked (not to exceed three (3) shifts per day), plus

For standby on a weekend (defined as the end of the employee's regular shift Friday and the beginning of the employee's regular shift on Monday), bonus standby pay is paid on completion of three (3) consecutive shifts of Standby Duty, at the rate of one (1) hour of compensation at the overtime rate. An employee on Standby for Saturday would receive one (1) hour at the overtime rate for Saturday; an employee on Standby for Sunday would receive one (1) hour at the overtime rate for Sunday; an employee who was

on Standby for both Saturday and Sunday would receive one (1) hour for each day; for a maximum of two (2) hours for a weekend of standby duty.

On City observed holidays, Standby shall be compensated at the rate of one and a half (1.5) hours at the overtime rate for each shift of Standby duty (not to exceed three (3) shifts, per day).

#### **16.10 Call-Out Duty and Compensation**

An employee who is assigned to standby duty pursuant to the Standby Duty and Compensation provisions of this Agreement, and is directed to return to work, shall be compensated beginning at the time employee receives the call, and ending at the time the actual city work is complete (travel time home is not payable under this policy), or by a minimum payment of 1.4 hours at the overtime rate. However, time allowed for travel from the time of the call to the work site shall not exceed any time limit established by a department or division for response time and standby eligibility provided that such time limit shall not be less than 30 minutes. For example, ESD water distribution currently requires that an employee on standby be able to respond to calls on location within 30 minutes; travel time for such an employee would be the lesser of actual travel time or 30 minutes.

If a new call-out is received prior to the completion of the previous call-out assignment, the new call-out will be considered a continuation of the previous call-out, and no additional minimum shall apply.

When assigned to standby duty on a City observed holiday, the call-out minimum shall be two (2) hours at the overtime rate.

Employees who do not return to work but who are contacted by telephone, pager, or computer shall not be paid a call out minimum, but shall be paid for actual time worked at the overtime rate.

Call-Out hours shall be recorded on the employee's timecard by using the "Call-Out" pay code.

#### **16.11 Call Back Pay**

An employee who is not on standby duty pursuant to Article 16.9, and who has completed his/her work day and has left his/her work site and is ordered to return to duty following the employee's normal work day ("called back"), shall receive call back pay beginning at the time the employee begins responding to the call, which is generally the time of the call, and ending at the time the actual city work is completed (travel time home is not payable under this policy), or a minimum payment of two (2) hours at the overtime rate if each of the following conditions is met:

The order to return to work occurs following the termination of his/her normal work shift on the day the return is required,

The return is necessitated by unanticipated work requirements, and

The employee actually returns to work (i.e. defined as physically returning to work).

An employee who receives a “call back minimum” and who leaves work, shall not receive another “call back minimum” if they are again called back to work within two (2) hours of the previous call back.

An employee who is ordered to begin his/her shift up to two (2) hours prior to his/her normal starting time shall not be eligible for call back pay for that early call back.

Employees who do not return to work but are contacted by telephone, pager, or computer, shall not be paid a call back minimum, but shall be paid for actual time worked at the overtime rate. Employees who are listed on a City emergency call list and who are called to respond in an emergency situation are deemed authorized by virtue of their inclusion on the emergency call list to respond directly to the emergency call and are not required to obtain additional authorization prior to either an over-the-phone, computer, or in-person response.

Call-Back hours shall be recorded on the employee’s timecard by using the “Call-Back” pay code.

#### **16.12 Court Pay**

When scheduled and required by the City to appear in court on his/her regularly scheduled day off, an employee shall modify his/her work schedule so that the City-related court duties occur during the employee’s work time. In those situations where the work schedule cannot be modified, an employee shall receive a minimum of four (4) hours at the overtime rate if the following conditions are met:

The court appearance occurs either during the employee’s scheduled day off, or between shift duty for employees scheduled on the graveyard shift.

For the purpose of this Article, the graveyard shift is defined as any shift beginning between 7:00 p.m. and 12:00 midnight.

#### **16.13 Emergency Overtime for Employees/Rest Period**

If an employee is required to respond to an emergency call that requires him/her to work more than twelve hours within a twenty-four-hour period, the employee shall be entitled to an eight hours rest period prior to returning to work. If any portion of

the rest period occurs during the employee's regular schedule, the employee shall receive regular paid compensation for that time.

This section shall not apply to a declared disaster or period of emergency as determined by the City Manager.

#### **16.14 Class A and B Driver's License Compensation**

Employees who are required to possess and maintain a Class A or B California Driver's License shall receive an additional \$75 per month (\$34.62 per pay period). Such payment shall not be made for any period of time when the employee's license is suspended or revoked, or the employee is determined to be unable to operate a commercial vehicle due to a lapsed DMV commercial driver medical clearance or as a result of removal from safety-sensitive functions by a medical review officer, due to a positive DOT-mandated drug or alcohol test.

#### **16.15 License Reimbursement**

Employees who are required by the City to maintain a Class A or B California Driver's License and who successfully renew their driver's license or acquire a new license upon starting a new assignment requiring a Class A or B Driver's License shall, upon submission of a receipt by the employee, be reimbursed by the City for the difference in cost between such license and a California Class C Driver's License.

#### **16.16 Shift Differentials**

Effective the first full pay period following ratification and approval by the City Council, employees regularly assigned to swing, graveyard, or rotate shift (i.e. relief on day, swing or graveyard shifts [R1] or relief on swing and graveyard shifts [R2]) shall be compensated with a 5% differential. Shift differentials will continue when employee is on paid leave.

#### **16.17 Trainer Compensation**

An employee in the classification of Community Service Officer (CSO) who is selected and designated by the Department of Public Safety Management as a CSO Training Officer shall be compensated at five percent (5%) above the employee's normal base pay. A maximum of two (2) CSOs shall be selected and designated as CSO Training Officers at any one time, and receive the trainer compensation. Trainer compensation shall be paid for all working hours including overtime, and leave time taken.

The selection, designation, and un-designation of CSO Training Officer shall be based upon operational need by the Department of Public Safety Management.

## Article 17 INSURANCE PLANS

The City shall continue to provide group Medical, Dental, Vision, Life/AD&D, long term disability insurance plans, and the Employee Assistance Program. Any health plans for which the City contracts directly with the provider, prior to changing the provider or the level of benefits, the City shall first give the Association the opportunity to meet and agree concerning such changes.

The City shall contribute the medical and cafeteria plan contributions as provided in Section 17.1 toward Medical, Dental, Vision, and supplemental Life/AD&D insurance. The medical plan contribution shall be applied to medical premium only. The cafeteria plan contribution shall be applied first to any remaining unpaid medical premium, then toward the premiums for dental, vision, and supplemental life/AD&D insurance.

### 17.1 Medical Insurance

The City's contribution to the medical and cafeteria plans will be as follows:

- a) Calculate 80% of the average of the family monthly premium for the Bay Area CalPERS Blue Shield Access HMO and the CalPERS Kaiser HMO plan.

#### 2017 Calculation

Kaiser	\$1,906.81 per month
Blue Shield	\$2,664.61 per month
Average	\$2,285.71 per month
80% of average	\$1,828.57 per month

- b) The contribution as described in section 17.1(a) will be allocated 49% medical contribution and 51% cafeteria plan.

#### 2017 Calculation

49% Medical -	\$ 896.00
51% Cafeteria -	\$ 932.57
Total contribution	\$1,828.57

- c) Annual medical and Cafeteria Plan changes during the term of this MOU shall be calculated in accordance with the formula described in section 17.1(a) and 17.1(b). However, any annual increases in the medical contributions shall not exceed a 5% total increase. Any amount in the formula increase that will exceed a 5% increase in the medical contributions shall be allocated to the cafeteria plan contribution.

### 2017 Calculation

Medical -	\$ 795.87
Cafeteria -	\$1,032.70
Total contribution	\$1,828.57

- d) Those employees who, as of the ratification of 2008-2012 agreement, were enrolled in the Employee Only PERSCare medical plan would receive a \$500 annual City contribution to a Section 125 medical reimbursement account provided they switch to an alternative medical plan during the open enrollment period ending October 10, 2008.

Effective the plan year following ratification and approval by the City Council, the arrangement in the above paragraph will cease.

- e) Cafeteria Plan contributions may be used by employees to purchase both taxable and non-taxable benefits including medical premiums, dental premiums, family vision premiums, and supplemental life premiums. There shall be no cash payments for any unused Cafeteria Plan contributions.
- f) Medical, dental, and vision premium contributions are paid for on a pre-tax basis; however, the City agrees to continue to provide employees with an option to pay their insurance premium contributions on a post-tax basis, to the extent permitted by the Internal Revenue Code.

## **17.2 Cash In-Lieu of Medical Coverage**

Effective the first full pay period following ratification and approval by the City Council, cash in-lieu of medical coverage is no longer offered.

## **17.3 Dental Insurance**

Dental insurance at the current benefit level will continue to be provided. The City contribution for dental insurance shall be as provided in Section 17.1.

If spouses or registered domestic partners are represented by different bargaining groups, dual coverage under the dental plans offered for each bargaining group will be allowed. Dependents may be covered under one or both dental plans. Coordination of benefits by the dental providers will be made pursuant to current industry standards.

Effective the later of January 1, 2016 or the first of the third full calendar month following ratification and approval by the City Council, dental insurance is available for enrollment the month following an employee's date of hire.

#### **17.4 Vision Insurance**

Vision insurance at the current benefit level will continue to be provided; such coverage includes a deductible that the employee must pay at the time of service. The City will contribute the full cost of the premium for employee and up to one dependent. City family coverage contribution is provided in Section 17.1(b).

#### **17.5 Employee Assistance Program**

The Employee Assistance Program will continue to be provided. Enrollment is mandatory, and the premium is fully paid by the City.

#### **17.6 Registered Domestic Partners**

SEA and the City shall comply with State and Federal law regarding the provision of Registered Domestic Partner benefits.

#### **17.7 Life/AD&D and Long Term Disability Insurance**

The City shall provide Life and Accidental Death and Dismemberment (Life/AD&D) insurance for each employee in an amount equal to that employee's annual base salary, up to a maximum coverage of \$175,000.

Such insurance shall be at no cost to the employee, except that, insurance amounts above \$50,000 provided by the City shall be subject to tax law provisions.

At the time of hire, an employee may purchase supplemental Life/AD&D insurance in an amount equal to the employee's annual base salary, up to a combined maximum coverage of \$175,000.

Current employees, who did not purchase supplemental Life/AD&D insurance at the time of hire, may purchase supplemental Life/AD&D insurance during open enrollment in an amount as provided in the above paragraph, subject to approval by the carrier.

The City shall also provide Long Term Disability insurance that provides 67% of the employee's annual base salary to a maximum of \$11,000 per month of paid benefits, subject to the terms of the contract with the carrier.

#### **17.8 Dependent Care**

The City shall continue to provide a plan in accordance with the Internal Revenue Code Section 129 allowing employees to qualify for pre-tax dependent care savings.



## **17.9 Health Care Reimbursement Account**

The City shall continue to provide a plan in accordance with the Internal Revenue Code Section 125 that provides an option for employees to pay for health care expenses on a pre-tax basis.

## **17.10 Short Term Disability Insurance**

The parties contemplate that SEA will explore alternative short term disability plans, including the California SDI program. Nothing herein shall preclude the parties from implementing by agreement a short term disability plan. If SEA selects the State SDI program, it will be adopted with an integration feature. In the event there is no agreement between SEA and the City regarding the implementation of a plan other than SDI, and the City is preparing to implement a short term disability insurance program with its management group, the City will provide notice and relevant information to SEA prior to implementing such short term disability program with respect to SEA. The City will provide an opportunity for input, but formal bargaining (per GC § 3505) will not be required.

## **17.11 Affordable Care Act**

At such time as regulations are issued implementing the Affordable Care Act (ACA), the City and the Union will meet and confer to review the impact of such regulations on the benefit plans then in force. If modifications to the health benefits, eligibility for coverage, employer or employee contribution to the cost of insurance or any other provisions of the benefit plans covered by this MOU will be modified by the ACA during the term of this agreement, it is agreed that the City and the Union will meet and confer how such mandated changes will be implemented. In the event of meet and confer, the City will not unilaterally impose changes that would cause a reduction in City contributions towards benefits.

## **Article 18 LEAVES**

The following employee benefits, as they are set forth in the City's Salary Resolution, are included by reference in this Agreement:

Leave Benefits  
Leave Authorization  
Leave Benefits; To Whom Applicable  
Leave Payment  
Leave Substitution  
Special Schedule - Holiday Leave

## 18.1 Paid Time Off

### a) Definition

Paid Time Off (PTO) is paid leave earned by employees that may be used for vacation, medical appointment, illness/injury, emergency, or personal business such as care of sick family members or school visits or similar appointments. Leaves not included in PTO which remain separate leaves are bereavement, jury duty, military duty, workers' compensation, floating holiday and holiday.

### b) Accrual

All probationary and regular employees shall accrue PTO. PTO begins accruing on the first day of employment and is prorated on an hourly basis for each paid hour. All regular paid hours shall count toward PTO accrual. Time-off in excess of PTO accruals and other available leave shall be leave without pay. As employees use PTO, the time used shall be deducted from the employee's current PTO balance.

### c) Accrual Rates

Employees shall accrue PTO each pay period in relation to their years of continuous service.

The Accrual rates are listed below:

<b>Pay Periods of Service</b>	<b>Years</b>	<b>Hours/Pay Period</b>	<b>Accrual Rate Hours/Year</b>
1-25.99	0 to 1	5.5	143
26-129.99	1+ to 5	6.5	169
130-259.99	5+ to 10	8.0	208
260-441.99	10+ to 17	9.5	247
442-649.99	17+ to 25	10.5	273
650 or more	25 or more	11.0	286

Accruals carry over from one payroll calendar year to the next.

### d) PTO Accrual Cap

An employee may accrue up to 885 hours of PTO. An employee will no longer accrue PTO once the employee reaches the 885 hours cap until the employee uses PTO to reduce the employee's leave balance, or the employee cashes-out PTO time as provided in this Article.

e) Scheduling PTO

Employees use 8 hours of PTO leave to take a full day of leave on a 40-hour schedule. An employee on an alternative work schedule shall use the number of hours relevant to the alternative work schedule to take a full day of leave. An employee may take scheduled or non-scheduled PTO in increments of less than one full day. PTO may be taken in either of two methods, scheduled and non-scheduled, as follows:

1. Scheduled PTO

All employees may take scheduled PTO. Except for illness or emergency, all PTO shall be pre-planned and pre-approved in accordance with any applicable department, division and/or City policy.

2. Non-Scheduled PTO

All employees may take non-scheduled PTO for an unanticipated illness or emergency. On the day of the absence, an employee, or someone on the employee's behalf, must provide notice of non-scheduled PTO at or before the start of the employee's scheduled work day. The notice must designate the absence as either an illness or an emergency. The City may take disciplinary action against an employee who fails to provide notice, uses non-scheduled PTO for a reason other than unanticipated illness or emergency or circumvents the scheduled PTO process.

An employee's routine use of non-scheduled PTO might cause the City to suspect leave abuse and initiate an investigation. This investigation could include but is not limited to requesting that the employee obtain a physician's note concerning an illness which the City suspects is part of a pattern of leave abuse or if the City has information that the employee may not have been ill or injured.

3. Return to Work Following Illness or Injury

The City may require, with approval by the Human Resources Director or the Director's designee, a return to work medical clearance for any employee using PTO due to an illness or injury if the employee is absent more than five (5) consecutive days.

f) PTO Cash-Out

Each employee in a classification represented by SEA shall be required to submit an irrevocable election form in the preceding calendar year specifying the number of hours of Paid Time Off that he/she will irrevocably elect to cash out in the following calendar year.

The parties agree to meet and discuss an IRS qualifying exception for cases of extreme hardship.

One time each year, each employee may cash-out accrued PTO on the last pay day in October.

An employee may cash-out up to 100 hours of PTO each year, so long as the employee maintains a balance of at least 120 hours.

The City will compensate the employee for the cashed-out hours at the employee's base pay rate at the time of the cash-out. The minimum number of hours that may be cashed out is 8 hours.

g) PTO Compensation at Separation

An employee will be paid for all PTO hours in the employee's leave bank upon separation. The PTO will be paid at the employee's base pay rate at the time of separation. An employee, at the employee's option and with City Manager approval, may use accrued available PTO to extend the date of separation or retirement.

h) PTO Donation

An employee may donate PTO to another City employee who has experienced a serious illness or injury that is not fully covered by the injured or ill employee's PTO and/or other City leave programs, consistent with the City-Wide Employee Emergency Relief Fund Program set forth in Article 19.3.

## **18.2 Holiday Leave**

Holidays for employees include:

New Year's Eve  
New Year's Day  
Martin Luther King Jr. Day  
Presidents' Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve  
Christmas Day

Holiday leave is taken in full day (8-hour) increments. A maximum of 8 hours of holiday leave may shall be recorded for any single work day (see Exhibit B, Example C).

a) Library Employees

For holidays observed by the City, Library employees shall be assigned to work the holiday by first asking for volunteers and then by filling the remaining needed assignments by rotating equally among all qualified employees.

b) Holidays and Alternate Work Schedule

Holiday leave is for eight hours per holiday. When a holiday falls on a day when an employee working an alternate schedule would normally work more than eight hours a day, that employee shall have the option, subject to approval of the employee's supervisor, of making up the difference between the eight-hour holiday and his or her normal workday by working the additional time during the same workweek during which the holiday falls. A supervisor's denial of this option must be based upon operational need. Employees who do not take this option will be required to use accrued/banked paid leave to make up for the additional time-off on the holiday. (See Exhibit B, Example C)

In the event that a City-observed holiday falls on an employee's non-scheduled workday, the holiday hours that the employee would otherwise receive will be automatically credited to that employee's floating holiday leave bank, unless the employee takes another day off that workweek subject to supervisor approval or receives holiday pay. Any remaining floating holiday balance will be automatically cashed out at the end of each payroll calendar year. (See Exhibit B, Example D)

Any paid City holidays, which occur on employee's non-scheduled workday, shall not be counted as hours worked for determination of overtime for that workweek. (see Exhibit B, Example D).

When an employee takes an entire workweek off for any reason and the holiday occurs on the employee's non-scheduled workday, it shall not generate any overtime pay or more than 40 regular hours of pay for the workweek under any circumstances. Employee is required to record 8 hours of holiday leave on the time card for each of the holidays occurring within that workweek, and reduce the corresponding number of hours from other paid leave. (See Exhibit B, Example E)

c) Floating Holidays

Employees shall be credited with thirty (30) hours of floating holiday leave on the first day of the first pay period in the payroll calendar year.

Newly hired employees shall be credited with a pro-rata share of floating holiday hours, based upon the proportion of the calendar year remaining after their date of hire.

Use of floating holiday leave shall be subject to approval in advance by the employee's supervisor.

Employees separating City employment shall have their allotment of floating holiday leave for that year pro-rated based upon their date of separation.

Any employee who has used less than his/her pro-rated allotment for the portion of the calendar year worked, shall have the balance paid to him/her on his/her final paycheck.

Any employee who has used more than his/her pro-rated allotment for the portion of the calendar year worked, shall have the overage offset against any available accrued leave, on his/her final paycheck. The employee may also authorize the deduction from his/her final compensation. If the employee's final paycheck is insufficient to repay the overage, the employee shall reimburse the City immediately.

Unused floating holiday leave at the end of the payroll calendar year will be mandatorily cashed out.

### **18.3 Bereavement Leave**

Effective the first full pay period following ratification and approval by the City Council, an employee shall be entitled to bereavement leave with pay in an amount not to exceed forty (40) work hours for each death occurring to a person on the list below.

To qualify for bereavement leave, the death must occur to an employee's spouse or registered domestic partner, father, mother, step-father, step-mother, son, daughter, brother, sister, grandparent, or grandchild; or to the father, mother, step-father, step-mother, son, daughter, brother, or sister, grandparent or grandchild of an employee's spouse or registered domestic partner.

A death certificate is sufficient to demonstrate qualification for bereavement leave for any relationship.

Except as provided herein, all bereavement leave must be used within twelve (12) calendar months of the date of the eligible incident, and in increments of one (1) day.

The department director may approve requests for leave usage in less than full day increments; provided that the decision on such usage is not grievable.  
The City reserves the right to require proof of death from the employee.

#### **18.4 Jury Leave**

An employee is entitled to jury leave subject to conditions and limitations contained in the Administrative Policy Manual as the same exists or is amended hereafter, subject to meet and confer obligations.

#### **18.5 Military Leave**

Employees assigned to active military duty are entitled to military leave in accordance with the provisions of applicable State and Federal laws, and the Administrative Policy Manual as the same exists or is amended hereafter, subject to meet and confer obligations.

#### **18.6 Paid Medical Leave (PML)**

Employees may be authorized up to forty (40) hours of non-accrued interim PML (for illness or injury) from the date of employment for the first twenty-six (26) pay periods; provided, however, that at the conclusion of the twenty-sixth (26th) pay period the interim PML shall terminate, including any unused amount. The total allowable interim PML for employees for work-related and non-work related illness/injury combined is forty (40) hours during the first year of employment.

Employees qualify for PML after completion of twenty-six (26) consecutive pay periods from the date of original appointment. Effective the first full pay period following ratification and approval by the City Council, employees shall be required to use accrued/banked paid leave for the first 120 hours of any absence for the illness or injury. Following the employee's use of accrued/banked paid leave for the first 120 hours, the City will cover the remaining time period in PML for the same illness or injury for the employee up to 90 calendar days of paid leave for the same illness or injury. After 90 calendar days, the employee shall be eligible to apply for Long Term Disability coverage provided pursuant to the City's insurance policy.

#### **18.7 Compensatory Time Off**

An employee may select compensatory time off (CTO) in lieu of cash compensation for overtime required to be worked under Article 16.4.

Compensatory time shall accrue at the rate of time-and-one-half for each hour of overtime.

At any given time, an employee may not have a current CTO accrual balance of more than one hundred (100) hours.

Compensatory time off accruals of greater than sixty (60) hours shall be automatically cashed-out at the end of each payroll calendar year. At any time, an employee may at his or her election, cash out any compensatory time hours that he/she has in his/her compensatory time leave bank over 60 hours.

### **18.8 Accrued/Bank Leave usage**

All accrued/banked leave (including, for example, but not limited: Paid Time Off, Compensatory Time Off, Floating Holiday) may be used by an employee for scheduled and unscheduled time off, consistent with the department and administrative policies for approval process.

## **Article 19 ADDITIONAL BENEFITS**

### **19.1 Workers' Compensation Benefits**

#### **a) Salary Continuation**

Employees unable to work due to a qualified work-related injury shall be placed on workers' compensation leave (WC leave). During the first 60 days of such leave, employees will be entitled to receive two-thirds of their salary (untaxed income in accordance with state and federal law) as workers' compensation benefits and one-third of their salary (taxed income) through the City's salary continuation program. During this salary continuation period, employees shall receive the same benefits, service credit and seniority rights as they would if working. This salary continuation benefit is only available to employees who have completed 26 pay periods of service.

#### **b) Waiting Period**

There will be no waiting period before workers' compensation benefits or salary continuation begins for a qualified WC injury or illness.

#### **c) Leave Supplement Option**

From the 61st day and continuing on WC leave, the employee shall receive two-thirds of their salary as workers' compensation benefits paid by the City's third party administrator. Salary continuation will cease, but employees shall have the option to use accrued/banked paid leave in order to receive their full salary. Employees shall not be required to use accrued/banked paid leave during this time. Employees who are out on a WC leave for more than 90 days will be placed on Long Term Disability (LTD) status and can apply for Long Term Disability insurance benefits. WC temporary disability benefits continue during this period.



d) Medical Appointment

If follow-up treatments and medical appointments are required to treat the work-related injury or illness after an employee returns to work from WC leave, the employee is entitled to use up to two hours of workers' compensation appointment leave (paid time) for each appointment. Such paid medical leave appointments shall be allowed until the employee is declared permanent and stationary by the treating physician. Once such designation has been made, the employee will be required to use accrued/banked paid leave for any further medical appointments.

e) Health Benefits

During WC leave, health premiums are paid in the same manner as they are while the employee is working: one month in advance. If the employee is out for more than 60 days, the premium for days 61-90 would be covered from the prior month's premiums. After 90 days off work, when the employee is on LTD status, the employee will be on direct pay for health insurance.

f) Seniority

Employees will accrue full seniority for the first 90 days of WC leave regardless of whether they use accrued/banked paid leave to supplement WC benefits. After 90 days on WC leave, the accrual of seniority will cease as the employee would be on LTD.

g) CalPERS Service Credit

Employees will accrue service credit while on salary continuation during the first 60 days off work. Service credit is not accrued once salary continuation ends unless the employee opts to use accrued/banked paid leave. If the employee uses accrued/banked paid leave, service credit will only accrue for the actual accrued/banked paid leave hours used. However, CalPERS gives credit for a full year as long as the employee is in full paid status for 10 months of the fiscal year.

## **19.2 Tuition Reimbursement**

Employees are eligible for tuition reimbursement as provided in the City's Administrative Policy, except that the maximum amount allowable for books shall be \$100 per quarter or semester for courses directly related to the employee's present position or promotional position, and \$50 per quarter or semester for courses required for a related degree.

No reduction of City services will result due to the tuition reimbursement program.

### **19.3 City-Wide Employee Emergency Leave Relief Fund**

The City-Wide Employee Emergency Leave Relief Fund is a program that allows an employee who has leave hours accrued, the opportunity to donate a portion of his/her accrued leave to benefit another employee needing paid emergency leave.

To benefit from this Fund, the receiving employee must be eligible to accrue City paid leave time, must have used all available accrued leave and must have a personal emergency that requires the employee to be on leave from work responsibilities to attend to the emergency.

As with any leave of absence, the absence must be pre-approved by the employee's management supervisor or his/her designee.

To receive relief hours from the Fund, the employee, a member of the family or a friend, must submit a written request to the City Manager or designee stating the hours needed and briefly explaining the circumstances of the emergency requiring use of hours from the Fund.

Rules and procedures defining the use of this Fund shall be promulgated by the City Manager or his/her designee. Any changes to the policy are subject to the meet and confer process.

### **19.4 Jackets-Water Pollution Control**

It is agreed that the City will provide an insulated wind breaker-type jacket with a zipper front for employees in the Water Pollution Control Operator series and the Water Pollution Control Plant Maintenance Mechanic series. It is further understood that the employees will leave the jackets at the Water Pollution Control Plant when they are off duty.

### **19.5 Safety Footwear**

Each employee required by the City to wear safety footwear (see Exhibit D) shall be required to purchase and wear OSHA-approved safety footwear and shall receive an allowance for the purchase of such footwear. The Human Resources Department shall maintain the listing of eligible classifications/positions, and shall post the list on the City's intranet site. If an employee's manager determines that an employee who is not on the list should have safety footwear, the manager shall provide the information to the Human Resources Department, and if the Risk Manager approves, the employee shall promptly be added to the list.

The maximum allowance shall be two hundred and twenty-five dollars (\$225.00), and may be used for more than one pair of safety footwear. Effective the first full pay period in July following ratification and approval by the City Council, the

amount shall be two hundred and seventy-five dollars (\$275.00). The amount shall be posted on the City's intranet site along with other employee benefits.

The allowance shall be paid at the end of the first full pay period in July of each year to those active employees in classes requiring safety footwear or for employees hired after that time, during the first full pay period of employment. Should an employee use accrued available leave time to extend the date of separation or retirement, and should the utilization of leave time cross July 1, the employee shall not receive any safety footwear allowance for the new fiscal year.

#### **19.6 Tool Allowance**

Effective the first full pay period in July following ratification and approval by the City Council, the Lead Equipment Mechanic, Equipment Mechanic, Equipment Mechanic-In-Training and Fleet Services Coordinator classifications shall receive a tool allowance of \$450 per fiscal year. Such allowance represents the full compensation for tools, including replacement of lost or broken tools except that verified losses which would be subject of the City's property damage coverage such as losses from fire, break-in and/or theft, and vandalism are excluded from this limitation.

The allowance shall be paid at the end of the first full pay period in July of each year to those active employees in the classifications listed above, or for employees hired after that time, during the first full pay period of employment. Should an employee use accrued available leave time to extend the date of separation or retirement, and should the utilization of leave time cross July 1, the employee shall not receive any tool allowance for the new fiscal year.

Tool allowance will be reported as special compensation subject to CalPERS' determination.

This provision does not apply to Water Pollution Control Plant Mechanics.

The City shall provide a minimum set of tools for each of the employees in the classifications of Plant Mechanic and Senior Plant Mechanic employed at the Water Pollution Control Plant, as specified in Exhibit E.

#### **19.7 Testing for City Vacancies**

Any employee represented by SEA, who desires to test for a position advertised and posted by the City, if such a position represents a promotion or lateral transfer, shall be entitled to time off without loss of pay for the period required to take any and all parts of the testing process. Each employee is allowed to exercise this prerogative twice per year, with as much advance notice to his/her supervisor as possible. Employees who wish to participate in more than two testing processes shall be allowed to do so but shall be required to use accrued leave or take time off without pay to participate in the process.

## **19.8 Direct Deposit**

An employee may directly deposit all or a portion of his or her net pay to a bank of his or her choice via direct electronic paycheck deposit.

Each employee desiring this alternative must deliver a signed authorization to the Department of Human Resources requesting such electronic deposit. Along with the authorization requesting electronic deposit, the employee must also file a waiver prepared by the City stating that the employee knows the City cannot control and is not responsible for, the day upon which the employee's bank credits his or her account with the deposited funds.

The specific procedures for direct deposit shall be as set forth in the City's Administrative Policy.

## **19.9 Commuter Transportation Benefit**

The City shall provide a plan in accordance with the Internal Revenue Code Section 132(f) that provides an option for employees to pay for qualified work-related transportation expenses for mass transit, van pools, and parking on a pre-tax basis. The monthly election limit is regulated by the IRS. This benefit shall be cost neutral to the City.

## **19.10 Reimbursement Procedures**

If either the City or an employee finds an overpayment has occurred, for whatever reason, it is the responsibility of the person discovering the error to bring it to the attention of the other party immediately. The overpayment may be reimbursed over the same amount of time that the overpayment occurred, up to the maximum of one year.

Any employee who receives an amount annually that is designated for work-related attire or equipment that is individual-specific and not capable of being transferred to another employee, and who, having expended the amount received and acquiring and using the item, terminates employment, is not required to reimburse the City a pro-rata amount for the attire or equipment. Unexpended amounts are subject to return upon termination of employment.

## **19.11 Reporting of Special Compensation - Uniforms**

Each employee required by the City to wear a uniform, and who actually wears the uniform during works hours, shall receive a uniform in a manner determined by the employee's department or division. A uniform is defined as clothing which is a ready substitute for personal attire the employee would otherwise have to acquire and maintain. This provision excludes items that are for personal health and safety.

A standardized value, as determined by the City and adjusted annually each fiscal year, for qualified uniforms shall be reported as “special compensation” as required by PERS procedures for employees in tier 1 and tier 2 as defined in Article 15 Retirement. The amount shall be posted on the City’s intranet site along with other employee benefits.

The City will utilize the April to April CPI-U for the San Francisco Bay Area (San Francisco-Oakland-San Jose), and multiply that number times the current amount reported as special compensation for uniforms in order to establish the amount for the next fiscal year. The new amount will be reported to CalPERS beginning the pay period that includes July 1 in accordance with CalPERS requirements.

## **Article 20    WORKING CONDITIONS**

### **20.1    Work Schedules**

Individual departments or divisions must adhere to City-wide policies for non-shift personnel. These departments and divisions may not adopt or impose processes or procedures concerning work schedules, other than those related to business necessity and/or job-site safety, which are more stringent than those set forth in City-wide rules and regulations, unless the process or procedure was subject to SEA comment before adoption.

An employee(s) may request an alternative work schedule(s) based on the guidelines found in the City’s Administrative Policy related to Work Schedules.

This policy specifically allows the establishment of alternative work schedules, including flextime schedules. It also requires that the City establish schedules that are attentive to the needs of individual employees while also assuring prompt, efficient and cost effective public service.

In addition to the present provisions for special schedules for individual employees, the following provisions are made for special schedules for shift personnel at the Water Pollution Control Plant:

A special schedule of varying hours in a bi-weekly pay period may be implemented for all shift personnel (Senior Water Pollution Control Operators, Water Pollution Control Operators, and Operators in Training) upon approval of two thirds (2/3) of the work group, the Department Director and the City Manager.

A special work schedule implemented according to the above procedure may be terminated at the end of a pay period by the City Manager, the Department Director,

or upon 2/3 vote of the affected shift personnel upon three (3) weeks written notice to each other.

The City agrees to consider the needs and desires of employees requesting a special schedule. If the City denies a request for a special schedule, then the City will give the employee(s) the reasons for the denial in writing.

## **20.2 Promotional Exams**

The department with an opening shall have the ability to interview and to appoint from among all of the applicants on the Eligible List consistent with the City's applicable Civil Service Rules. In this regard, the following provisions will apply:

For a City-wide promotional, the department may interview as many or as few candidates on the eligible list as it desires.

For a City-wide transfer, the department may interview as many or as few candidates on the eligible list as it desires.

For an open and competitive recruitment, the department may interview as many or as few candidates on the eligible list as it desires.

When the City conducts a City-wide promotional or transfer and an open and competitive recruitment for the same classification, regardless of how many candidates the department otherwise desires to interview pursuant to this Article, it shall interview SEA employees who are within the top five candidates on the eligible list.

The parties affirm and accept the City Charter merit system principle.

## **20.3 Reclassification**

An employee may submit a request for a reclassification of his or her job to the Department of Human Resources and to his or her supervisor between February 1<sup>st</sup> and March 15<sup>th</sup> of each year.

Such request shall be processed through the employee's department and submitted to the Department of Human Resources.

Human Resources may decline a request for a study that has been previously reviewed within the past 24 months, unless the employee justifies such new request.

All reclassification submissions and notifications must comply with the timetable indicated below:

<b>Reclassification Requests</b>	<b>Final Filing Date for Department to submit to Human Resources</b>	<b>Final Date for Written Notifications Declining Requests</b>	<b>Completion Date</b>
Request submitted between February 1 <sup>st</sup> and March 15 <sup>th</sup>	March 31 <sup>st</sup> of same year	No later than June 30 <sup>th</sup> of the same year	9 months after submission date of request

Once the study is completed, if the City denies the reclassification of the employee's job, then the City shall give the employee the reasons for the denial in writing.

Once the study is completed, if the City reclassifies the job, and the employee who submitted the request was eligible to be promoted when the request was filed, the employee shall be appointed to the new position effective the first day of the pay period following the pay period in which the reclassification study was completed and approved. Upon completion of the study, if the employee is not eligible to be promoted, then the appointment shall be effective when the employee becomes eligible.

Change in status will not be implemented retroactively.

## **20.4 Reduction In Force**

If the City implements a reduction-in-force that affects employees in this Unit, it will be administered pursuant to the City's Administrative Policy related to Reduction in Force, consistent with the following concepts:

### **SENIORITY:**

Seniority is determined by total pay periods of service with the City, regardless of classification in which employed.

### **BUMPING:**

Employees identified for layoff shall have bumping rights to their current or previously held classification within the Unit based on seniority as defined above.

Employees wishing to bump must exercise these rights within seven (7) calendar days after receiving written notification of the layoff, otherwise the bumping rights shall automatically terminate.

Employees must meet the minimum qualifications for the classification and possess the knowledge, skills, and abilities to perform the duties and responsibilities of the specific position.

When the City determines that it must implement a reduction-in-force that affects employees in the Unit, the City shall give the Association reasonable advance notice.

Notice to the employee shall be in writing thirty (30) calendar days prior to the effective date of the layoff.

## **20.5 Health and Safety**

City will send the Association a copy of the minutes of the City Safety Committee after each meeting.

City shall make available applicable Material Data Safety Sheet available to affected employees, and provide training so employees will be able to read and interpret these data sheets as required by CalOSHA.

An employee designated by the Association shall be a member of the City-wide Safety Committee, if the Association so designates.

## **20.6 Job Sharing**

If requested, the City and the Association shall meet and confer to discuss and implement a job sharing program. The Association understands such discussions may have an impact on another City represented bargaining unit and those unit representatives may need to be consulted prior to any program implementation.

## **20.7 Job-Related Work**

Employees shall not be required to do job-related work during break periods. "Job-related work" includes any work set forth in a job description, stated as a component part of a job evaluation, or any work directed to be done by a supervisor or manager.

## **20.8 Grievance Procedure**

### **a) Definitions**

Grievance: A grievance is an alleged misapplication of a specific provision of this MOU, or of a specific provision of the Administrative Policy Manual, City Ordinance, or City Code, or departmental policies, rules or regulations, covering wages, hours or other terms or conditions of employment, which alleged misapplication adversely effects the grievant. The content of Employee Performance Audits or disciplinary actions are only appealable as provided in Article F.9 - Disciplinary Appeal Procedure.

Written Grievance: A written grievance is a grievance, as defined above, which has been reduced to writing on a form provided by the City and which shall



include the grievant's name, classification, department, immediate supervisor's name; representative's name, if any; the specific section of the MOU, ordinance or code alleged to have been misapplied; a specific description of the alleged grievance with the circumstances supporting the grievant's allegation; and the specific remedy requested to resolve the grievance.

Grievant: A grievant is an employee, a group of employees or the Association. A grievant may file a grievance as defined above. Alleged misapplications which affected more than one employee in a substantially similar manner may, by mutual agreement, be consolidated as a group grievance and thereafter represented by a single grievant.

Work day is defined as Monday through Friday exclusive of holidays.

b) Process

Unwritten Grievance. The grievant shall orally discuss his/her grievance with his/her immediate supervisor in an attempt to resolve the grievance.

The supervisor shall give an oral response to the employee within seven (7) work days of the issue being raised by the employee.

Written Grievance.

Level 1

If the grievant is not satisfied with the resolution proposed at the unwritten level, he/she may, within thirty (30) calendar days from the event giving rise to a grievance or from the date the employee could reasonably have been expected to have had knowledge of such event, file a formal written grievance with his/her program manager on a form prepared and supplied by the City. The program manager shall, within seven (7) workdays from the receipt of the grievance, meet with the grievant and give a written response to the grievant on the original grievance form.

Level 2

If the grievant is not satisfied with the written response from his/her program manager, the grievant may, within seven (7) workdays from the receipt of such response, file a grievance with the division-level manager. Within seven (7) workdays of receipt of the written appeal, such manager shall investigate the grievance, which shall include a meeting with the grievant, and give a written response to the grievant on the original form.

Level 3

If the grievant is not satisfied with the written response from his/her division-level manager, the grievant may, within seven (7) work days from the receipt of the response, appeal the grievance to the Department Director. Within seven (7)

work days of receipt of the written appeal, the Department Director or designee shall investigate the grievance, which may include a meeting with the grievant, and give a written response to the grievant on the original grievance form.

#### Level 4

If the grievant is not satisfied with the written response from the Department Director, the grievant may, within seven (7) work days from the receipt of the response, file a written appeal to the City Manager or designee. Within ten (10) work days of receipt of the written appeal, the City Manager or designee shall investigate the grievance, which shall include a meeting with the grievant, and give a written response to the grievant, which answer shall be final and binding, except as provided in Article 20.11 - Arbitration.

#### c) General Provisions

The time limits set forth herein above are to be strictly followed. Time limits may be waived only by written agreement signed by the parties.

If a grievant fails to carry his/her grievance forward to the next level within the prescribed time period, the grievance shall be considered settled.

If the original grievance is modified at any step, it shall be considered a new grievance and must be re-filed, treated as a new grievance and subject to all procedural considerations, unless modified in writing by mutual consent of the parties.

If a supervisor or manager fails to respond with an answer within the given time period, the grievant may appeal to the next higher level.

The grievant may be represented by a person of his/her choice at any formal level of this procedure.

Formal levels may be waived by mutual written consent of the parties.

If the grievant is not represented by the Association, the Association shall be notified of a settlement proposed at any written level of the procedure which is acceptable to both the grievant and the City prior to the settlement being finalized. The purpose of this step is to allow the Association to state its position for the record. If the Association does not provide a written response within seven (7) work days after notification, such opportunity to respond shall be considered waived, and the proposed settlement shall be implemented and the matter closed. If a timely response is made, the City's representative shall give full consideration to the Association's position prior to settlement of the grievance.

By mutual agreement of the parties, a grievance may revert to a previous level of the procedure.

d) Grievance Representative

There shall be a reasonable number of Grievance Representatives in this Unit.

At the request of the grievant, the grievant may be represented by a Grievance Representative.

In instances where the designated Grievance Representative is unable to represent a grievant, the President shall represent the grievant or designate a representative who is on the current list as provided below, to act as a substitute.

Both the Grievance Representative and either the Association President or Vice-President will be allowed to represent at Level 2 or higher.

A Grievance Representative shall be granted reasonable release time to investigate and/or prepare for a grievance procedure and to attend a formal grievance hearing. A Grievance Representative shall be granted reasonable release time to attend an investigative meeting and to act on behalf of an employee facing possible disciplinary action.

A Grievance Representative desiring to leave his/her work location to process a grievance shall first obtain permission from his/her immediate supervisor. Release from work shall be made as soon as practical.

A Grievance Representative desiring to enter the work location of a grievant to process a grievance shall first obtain permission from the grievant's supervisor. Permission to enter shall be made as soon as practical.

The Association agrees that whenever a Grievance Representative is involved in grievance activities listed in this Section during working hours, only that amount of time necessary to bring about a prompt disposition of the matter will be utilized.

The Association shall give the Human Resources Director or designee a list of the names of employees selected as Grievance Representatives, and will immediately notify the Department of Human Resources of any changes.

Only those employees whose names are on the current list shall be granted release time to serve as a Grievance Representative.

## **20.9 Disciplinary Appeal Procedure**

If an employee is to be suspended, demoted, dismissed or have his/her salary reduced, he/she shall:

Receive written notice of the proposed action stating the date it is intended to become effective and the specific grounds and particular facts upon which the action is based;

Receive copies of any known written materials, reports or other documents upon which the action is based;

Be accorded the right to respond in writing within a reasonable period of time to the proposed charges;

Also, be accorded the right to meet within a reasonable period of time with a manager who has the authority to recommend modification or elimination of the proposed disciplinary action; and

The employee shall be given the manager's written decision within a reasonable period of time.

Employees holding a regular appointment who are suspended, demoted, reclassified, dismissed or have a salary reduction shall be entitled to be heard before the Personnel Board at a duly constituted meeting in accordance with the following procedure:

A written request to the Board must be filed through the Department of Human Resources within fourteen (14) calendar days from the effective date of the action from which the employee seeks exception.

Within twenty-one (21) calendar days after the proper filing of written request for a hearing, the Personnel Board shall commence a hearing following any review of the action and complaint deemed necessary.

The hearing before the Personnel Board may be public or private at the option of the employee, and the employee may be represented by legal or other council; however, the hearing shall be informal in substance and the rules of evidence prescribed for duly constituted courts shall not apply.

The Personnel Board shall, within fourteen (14) calendar days of the aforementioned hearing, render its decision in writing, and the Secretary shall direct copies thereof to the City Manager, the City Clerk and the employee requesting said hearing.

The decision of the Personnel Board may sustain, revoke, or modify the reclassification, suspension, demotion, salary reduction or dismissal and shall be final and conclusive in all respects and shall not be subject to appeal except as allowed by law.

In the event the Personnel Board revokes or modifies a reclassification, suspension, demotion, salary reduction or dismissal and orders the employee reinstated to the former position, it may direct the payment of salary to the employee for the period of time the Personnel Board finds the suspension, reclassification, demotion, salary reduction or dismissal was improperly in effect.

Discipline shall only be taken for just cause.

## **20.10 Selection Appeal Procedure**

A Unit member who is not selected to fill a vacant position may request a meeting with a representative of the City's Human Resources Department to receive feedback concerning the employee's performance in the recruitment process. The purpose of this meeting is to enlighten the employee about his/her strengths and weaknesses for future opportunities within the City.

## **20.11 Arbitration**

If a grievance has been properly processed through Article 20.8 - Grievance Procedure, and has not been resolved, and the original grievance is an alleged misapplication of a specific provision of this MOU which adversely affects the grievant, then the grievant, through the Association, may appeal the grievance to Arbitration.

To request Arbitration, the appeal must be filed with the Director of Human Resources or designee within ten (10) days of receipt of an answer at Level 4, or ten (10) days from the last day an answer was possible at Level 4 of Article 20.8 - Grievance Procedure.

The parties may mutually agree upon the selection of the arbitrator or shall jointly request the State of California Mediation and Conciliation Service to provide a list of seven (7) names of persons qualified to act as arbitrators.

Within ten (10) days following receipt of the above-referenced list, the parties shall meet to select the arbitrator. The right to strike the first name shall be determined by lot, and the parties shall alternately strike one name from the list until only one (1) name remains, and that person shall be the arbitrator.

Within twenty (20) days following the receipt of the notice of appeal to arbitration, a meeting shall be arranged by the Director of Human Resources or designee with

the employee and appropriate Association representative to prepare a joint statement of the issue(s) to be presented to the arbitrator. If the parties are unable to agree upon the issue(s), each party will prepare its statement of the issue(s) to be presented to the arbitrator.

The arbitrator shall hold a hearing on the issue(s) jointly submitted, or as determined by the arbitrator if the parties have not mutually agreed upon the issue(s), and, within 30 calendar days of the hearing, render a written decision with reasons for the decision.

Unless the parties mutually agree, there shall be no post hearing briefs. The parties shall present oral argument immediately upon close of the presentation of evidence. However, in the situation of multiple day hearings broken by days or weeks, or of a complex case, a party may request of the arbitrator the right to submit a post-hearing brief.

Each of the parties shall pay for the time and expenses of its representatives and witnesses through all stages of the arbitration and shall contribute equally to the fees and expenses of the arbitrator and court reporter, if any. A reasonable number of City employee witnesses will be provided release time for necessary testimony.

The parties agree that the arbitrator shall not add to, subtract from, change or modify any provision of this Agreement and shall be authorized only to apply existing provisions of this Agreement to the specific facts involved and to interpret only applicable provisions of this Agreement and applicable provisions of the law.

The decision of the arbitrator shall be final and binding.

The arbitrator's award is subject to the California Arbitration Act, by petition of either side, pursuant to C.C.P. Sections 1280, et seq.

## **20.12 Appeal Procedure Waiver**

The Association agrees that the procedures set forth in this Agreement are the only grievance and appeal procedures available to the employees it represents and that any appeal rights found elsewhere within City Codes, Ordinances or Resolutions are waived. The sole exception to this waiver is the Impasse Procedure, which is still applicable as a dispute resolution procedure available during the meet and confer process.

## **Article 21    ASSOCIATION PROVISIONS**

### **21.1    Bulletin Boards**

The Association shall have the use of designated bulletin board space to post material related to Association business.

The City shall determine the placement of bulletin boards and the portion of the board to be made available to the Association.

The Association shall remove posted material after it has served its purpose, usually within 30 days.

The Association agrees that nothing of a libelous, obscene, defamatory, or of a partisan political nature, shall be posted.

The Association agrees that this Article provides the right to post materials only on designated bulletin boards.

Any material posted in violation of this Article may be removed by the management representative designated for a particular bulletin board. If material is removed, the City shall notify the Association in writing of the removal and the reasons therefore.

### **21.2    Use of City Facilities and Equipment**

The Association may be granted the use of City facilities subject to the following conditions:

- the meeting is during non-work hours;
- the meeting is for City employees;
- the meeting is not for organizing activities;
- the meeting is not for a membership drive;
- the Association makes a written request at least 24 hours in advance of the day it wants to use the facility, and stating the purpose of the meeting; and
- space is available.

The parties agree the City has the right to assess reasonable charges for the use of such facilities.

Use of City equipment, other than items normally used in the conduct of such business meetings, such as desks, chairs, and black/whiteboards, is strictly prohibited, the presence of such equipment in approved City facilities notwithstanding.

The Association may use the City's email system and interoffice mail system outside of work hours to post notices and results of elections, appointments of officers, to schedule and post notices of meetings, and to post notices of recreational, social and other organization events. Per Municipal Code Section 2.24.100, employees may only review and respond to such notices during non-work times.

In those instances where the City initiates contact with the Association and requires a response with less than a five-day turn-around time, the Association officers are authorized to communicate with members by e-mail or interoffice mail.

### **21.3 Conference Attendance**

Association representatives shall be allowed to use a total of 80 hours of unpaid leave per calendar year to attend training sessions, conferences and other association activities. The use of the 80 hours may be divided among no more than eight different Association representatives each year. The Association shall provide the City with a list of which Association representatives are eligible by January 15 of each year and shall notify the City immediately of any changes in the list.

To receive unpaid leave the employees must first receive approval for the time off from their department director by completing the City's Leave Request Form.

Such time off shall not be considered time worked, but shall not be considered a break in service.

### **21.4 Dues Deduction**

Association dues and such other deductions as may be properly requested and lawfully permitted shall be deducted, in accordance with applicable state law, bi-weekly by the City from the salary of each employee who files with the City a written request that such deduction be made on their behalf.

Remittance of the aggregate amount of all deductions made pursuant to this Article shall be made to the Association by the City within thirty (30) days after such deductions are made.

### **21.5 Agency Shop**

- a) Except as provided otherwise in this Article, employees shall become and remain members of the Association or shall pay to the Association a service fee in-lieu thereof.
- b) Waiver of Election for Newly-Represented Employees



The addition of classifications and/or employees to the Unit shall not require an election for the application of this Agency Shop provision to such classifications and/or employees.

c) Implementation

- 1) All SEA-represented employees must either join the Association, pay a service fee to the Association or execute a written declaration claiming a religious exemption from this requirement.
- 2) Any SEA-represented employee hired by the City shall be provided through the Department of Human Resources a notice advising that the City has entered into an Agency Shop agreement with the Association.
- 3) Such notice shall include a form for the employee's signature authorizing payroll deduction of the Association dues or a service fee, or to request an exemption and to authorize the appropriate charitable contribution in lieu of Association membership or service fee payment (see "religious exemption" below). The City will initiate payroll deduction for service fees immediately upon hire. The City will initiate payroll deduction for Association dues or charitable contribution in the first full pay period following the Department of Human Resources receipt of the employee's authorization form.

d) Religious Exemption

- 1) Any SEA-represented employee who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a public employee organization shall be permitted, upon presentation of verification of active membership in such religion, body or sect to, make a charitable contribution equal to the service fee in-lieu of Association Membership or service fee payment.
- 2) Declarations of, or applications for, religious exemption and any supporting documentation shall be forwarded to the Association within ten (10) work days of receipt by the City. The Association shall have ten (10) work days after receipt of a request for religious exemption to challenge any exemption granted by the City Manager or his/her designee. If challenged, the deduction to the charity of the employee's choice shall be placed in an Association holding account pending resolution of the challenge.

e) Payroll Deductions and Pay-Over

- 1) The effective date of dues, service fee deductions or charitable contributions shall be the next full pay period after receipt by the Human Resources Department of the authorization form.

- 2) Charitable deduction shall only be by regular payroll deduction. For purposes of this Article, charitable deduction means a contribution to one of the federations and/or entities within a federation to which the City has established payroll deductions under the Citywide Giving Campaign. These federations shall be exempt from taxation under 501(c)(3) of the Internal Revenue Code.
- 3) The employee's earnings must be sufficient, after other legal and required deductions are made, to cover the amount of the dues or service fees authorized. All legal and required deductions have priority over Association dues and service fees.
- 4) When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings.
- 5) In the case of an employee who is in a non-pay status during only part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made.
- 6) The City shall promptly pay to the designated payee all sums so deducted.

f) Reports

- 1) The City shall provide biannually a list of all SEA-represented employees making charitable deductions pursuant to a religious exemption as described herein.
  - 2) The Association shall annually submit copies of a financial report similar to that required by the Labor-Management Disclosure Act of 1959, to the City's Department of Human Resources. Copies of such reports shall be available to employees, subject to the Agency Shop requirements of this Section, at the offices of the Association. Failure to file such a report within sixty (60) days of the close of the calendar year shall result in the termination of all agency fee deductions, without jeopardy to any employee, until such report is filed.
- g) If, during the term of this MOU, the Association establishes a Political Action Committee Fund, as soon as administratively possible the City shall deduct contributions that are permitted by state and federal law from the salary of each employee who files with the City a written request that such deduction be made on their behalf.

h) Hold Harmless

The Association shall indemnify and hold harmless the City, its officers, and employees from any and all claims, demands, suits, or any other action arising from the Agency Shop and Political Action Committee provisions herein. In no

event shall the City be required to pay from its own funds Association dues, service fees or charitable contributions which the employee was obligated to pay, but failed to pay, regardless of the reason(s).

i) Job Announcements

Job announcements for positions covered by this Agreement will incorporate the requirements of this Article as a condition of employment.

j) Enforcement

Nothing herein shall require the City to take disciplinary action against any employee who fails to comply with the provisions of this Article.

k) Term

Agency fee obligations, including, but not limited to, dues or agency fee deductions on behalf of a recognized employee organization, shall continue in effect as long as the employee organization is the recognized bargaining representative, notwithstanding the expiration of any agreement between the public employer and the recognized employee organization.

## **21.6 New Employee Orientation**

The Association may prepare a new employee information packet which shall be given by the City to appropriate employees during the Department of Human Resources orientation of new employees.

## **21.7 Release Time for Association Business**

- a) Association Representatives shall be allowed reasonable release time away from work with pay during regular work hours for the following matters:
  - i. Represent an employee of the Association on grievances, disciplinary, or matters within the scope of representation
  - ii. Attend mutually agreed upon meetings with the City
  - iii. Participate in labor negotiations of a successor Memorandum of Understanding
- b) There shall be a reasonable number of association representatives in this Unit. The Association shall make its best effort to designate different association representatives to attend association business.
- c) The Association shall provide a list of designated association representatives to the Director of Human Resources on an annual basis upon association election, and shall notify the Director of Human Resources when changes occur.

- d) The number of association representatives who will be allowed reasonable release time shall not exceed the followings:
  - i. 1 association representative for the purpose of representing employees, or grievance as provided in Article 20.8.
  - ii. 3 association representatives for the purpose of attending mutually agreed upon meetings with the City.
  - iii. 5 association representatives for the purpose of labor negotiations of a successor MOU.
  - iv. Where circumstances warrant, the Director of Human Resources may approve the attendance of 1 additional person at meetings with the City and labor negotiations.
- e) Use of release time:
  - i. It is recognized that performance of the employee's job duties come first. The use of release time shall be reasonable, and shall not unduly interfere with work load and job requirements as determined by the City.
  - ii. Association representatives shall notify their managers for release time at least 2 working days prior to the scheduled meetings, except in those cases involving an unforeseeable circumstance that requires immediate association representatives where advance notice cannot be given.
  - iii. Approval must be first obtained from the department director or designee, prior to association representatives leaving their assignment to attend the schedule meetings.
  - iv. Should an employee desire to use personal time to conduct association business, the employee shall follow the City's Administrative Policy on leave request.
- f) Labor negotiation preparation:
  - i. Members of the SEA negotiating team shall be released from work duties for up to a total of two (2) hours either prior to or after each meeting scheduled for the purpose of meeting and conferring on a new Memorandum of Understanding.
- g) All release time during regular work hours shall be reported on time card by using a specific pay code provided by the Department of Finance.
- h) Travel time is included within the reasonable release time.

## **21.8 Association/Management Problem Solving Committee**

The parties agree that regular meetings to explore mutual problems will be beneficial to the relationship between the City and the Association. To promote a problem-solving approach, the parties agree that decision making shall be by consensus. For these purposes, consensus means that no meeting participant objects to a decision or course of action under consideration by the group.

Consequently the parties agree to meet as needed to discuss any issue concerning the rights of either party or the relationship between the City and the Association or the City and employees the Association represents. The purpose of the meetings is to exchange information and to solve problems

The parties agree that such meetings shall not be negotiations and therefore the results of the meetings shall not be binding on the parties unless they develop and execute a document that memorializes their results.

Each of the parties will have three (3) representatives plus additional people as reasonably needed for a specific topic. Association representatives shall receive reasonable release time to participate in these meetings.

To promote the objectives of this process, the parties agree to focus on the problem under consideration and to attempt to develop a consensus solution for each problem discussed by the group. Further, to promote the objectives of this process, the parties agree to refrain from negatively characterizing the participation, ideas or approach of the other party to people outside the meeting.

The following basic concepts shall be adhered to:

- Each party will appointment a mutually agreed upon number of participants.
- Agendas will be jointly set and minutes kept.
- Effort will be made to include key policy decision makers.
- Committee may appoint sub-committees to study major issues and report back to the Problem Solving Committee with recommendations for resolution.
- A collective Problem Solving Committee proposal, when appropriate, will be submitted to each party's principals for consideration.

## **Article 22    PAYDAY**

Pursuant to the City's Compensation Policy, payday is normally on the Thursday following the end of the pay period, but may deviate because of a holiday in the pay period or due to an emergency. It is understood that at such time that the payday is changed City-wide, such change shall be applied to the Association with one month notice.

## **Article 23    HRIS/FINANCIAL SYSTEM**

The City contemplates implementing a new HRIS / Financial System during the term of this MOU. Accordingly, the parties agree to re-open MOU terms, as necessary, in order to implement any new system. The City agrees that the re-opener negotiations will not result in any material diminution in compensation.

## **Article 24    TERM LIMITED EMPLOYMENT**

- a) Term Limited appointments are designed for limited duration projects, and shall not be used to displace regular bargaining unit represented positions. There shall be no adverse effect on the bargaining units, as all bargaining unit members shall continue to receive full protections under existing MOUs. The intent behind Term Limited positions is to avoid layoffs – i.e., avoid hiring and then laying off employees retained to perform work of a limited duration. The assignment of regular employees to perform work related to the limited duration project with Term Limited employees used to provide backfill for the work of regular employees shall not be considered displacement of regular bargaining unit represented positions.
- b) Term Limited appointments are different from Grant Funded employment as described in Salary Resolution Article 7.170, in that Term Limited appointments shall be tied to a budget for a specific project or projects of limited anticipated duration.
- c) Term Limited appointments must be approved by the City Manager.
- d) Term Limited appointments are “at-will” and may be terminated at any time with or without cause. Further, the City has the authority to terminate employment at the completion of the specified term, or prior to the specified term due to lack of funding or other budgetary constraints, or lack of work.
- e) Term Limited appointments shall specify their duration, and shall not exceed two years, except under special circumstances approved by the City Manager, in which case the term may be extended by no more than 1 year. Such positions are not intended to replace regular, budgeted positions. Duration in position is counted from hire date and is not based on work hours.
- f) Term Limited positions shall be subject to membership in the applicable bargaining unit and shall receive the full benefits applicable to their bargaining unit, except as limited by their “at-will” status.
- g) Prospective employees shall be informed of the duration of the appointment in the job announcement and at the time of employment, and shall be advised of and acknowledge in writing the impact of the Term Limited status, including that the City has the authority to terminate employment at the completion of the term, or prior to the specified term due to lack of funding or other budgetary constraints, or lack of work. Prospective employees shall also be advised of and acknowledge in writing their status as at-will employees and the City’s ability to terminate their employment for any reason with or without cause.

- h) At the request of any bargaining unit, the City will meet with bargaining unit representatives no less than twice a year to hear and resolve any concerns about the Term Limited program.

There shall be no more than twenty-seven (27) Term Limited employees in the SEA bargaining unit. However, a regular SEA employee in an out of class assignment (either within or outside of the bargaining unit) shall not count against the twenty-seven (27).

Any disputes regarding this provision before or during the term of the successor MOU shall be subject to mediation/arbitration before Norman Brand. After expiration of the MOU, these provisions shall be subject to the normal grievance procedures in the MOU.

This document sets forth the full agreement of the parties; anything that is not included in this writing is not part of the agreement.

**City of Sunnyvale**

**Sunnyvale Employees' Association**

---

Deanna J. Santana, City Manager

---

John Simontacchi, SEA President

---

Teri Silva, Director of Human Resources

---

Sharon Rogers, SEA Vice President

---

Pamela Dunn, SEA Secretary

---

Martin Schmidt, SEA Negotiations  
Team Member

---

Date

---

Date



## Exhibit A – Classifications Represented by the Sunnyvale Employees’ Association

Job Code	Classification	Pay Range
1000	Accountant	101
6800	Accounting Technician	646
1100	Administrative Aide	104
1102	Administrative Aide – Employment Development	104
1150	Administrative Aide – Grant Compliance Coordinator	104
1250	Administrative Analyst	630
2170	Animal Control Officer	106
6750	Assistant Buyer	145
5015	Assistant Golf Professional	665
1251	Assistant Planner	126
1200	Associate Planner	107
1205	Automotive Shop Attendant	669
4001	Building Inspector I	702
4000	Building Inspector II	111
2501	Business Liaison	124
2000	Buyer	112
2500	Career Advisor	124
1400	Civil Engineer	116
6805	Collections Specialist	646
2351	Community Services Coordinator I	164
2300	Community Services Coordinator II	628
2150	Community Services Officer	106
5753	Cross Connection Control Specialist	186
6675	Customer Service Representative	648
2460	Deputy City Clerk	637
2650	Ed. Information Systems Analyst	108
2160	Emergency Management Coordinator	106
1160	Employment Training Program Coordinator	611
2480	EMS Coordinator	674
1500	Engineering Assistant I	117
1410	Engineering Assistant II	660
4900	Environmental Chemist I	196
1351	Environmental Chemist II	100
1350	Environmental Compliance Inspector	135
1840	Environmental Engineering Coordinator	168
5050	Equipment Mechanic	128
7100	Equipment Mechanic-in-Training	129
5310	Facilities Technician I	680
5315	Facilities Technician II	681
5320	Facilities Technician III	682

<b>Job Code</b>	<b>Classification</b>	<b>Pay Range</b>
5300	Facility Attendant I	670
5301	Facility Attendant II	671
6830	Finance Analyst I	692
6840	Finance Analyst II	693
6875	Finance Technician	677
4460	Fire Prevention Specialist I	617
4461	Fire Prevention Specialist II	106
4480	Fire Protection Engineer	652
4475	Fire Protection Inspector	651
4490	Fleet Services Coordinator	700
5025	Golf Course Equipment Mechanic	645
5010	Golf Professional	664
2505	Graphic Artist	184
7300	Greenskeeper	134
7325	Groundsworker	626
4420	Hazardous Materials Coordinator	618
4450	Hazardous Materials Inspector	110
5100	Heavy Equipment Operator	130
2430	Helpdesk Technician	708
2925	Housing Programs Analyst	179
2950	Housing Programs Technician	104
4400	Housing Rehabilitation Specialist	131
2450	I.T. Coordinator	123
4950	Laboratory/Field Technician	620
4960	Landfill Technician	672
5150	Lead Equipment Mechanic	136
1600	Librarian	139
2100	Library Assistant	140
5250	Mail Clerk	690
5860	Maintenance Worker I	699
5850	Maintenance Worker II	698
6150	Meter Reader	147
2349	Neighborhood Preservation Specialist	118
4825	Network Engineer	642
2420	Network Technician	687
5870	Quality Assurance Officer	707
6200	Office Assistant	149
6250	Office Clerk	150
5350	Parks Leader	153
7600	Parks Worker I	198
7650	Parks Worker II	600
7675	Parks Worker III	614
4080	Permit Center Coordinator	655

<b>Job Code</b>	<b>Classification</b>	<b>Pay Range</b>
2110	Permit Clerk I	180
2112	Permit Clerk II	172
2115	Permit Technician	639
2440	Personal Computer Technician	708
4875	Plan Check Engineer	627
4855	Plan Checker I	662
4805	Plan Checker II	656
7500	Press Operator	155
1020	Principal Accountant	616
2050	Principal Buyer	683
5730	Principal Design And Construction Operator	710
6300	Principal Office Assistant	156
2204	Principal Network Engineer	632
1700	Principal Planner	157
2202	Principal Programmer Analyst	632
6701	Principal Storekeeper	668
1885	Principal Transportation Engineer/Planner	709
5752	Principal Water Pollution Control Operator	710
1255	Program Coordinator	638
2200	Programmer Analyst	103
7400	Public Safety Maintenance Worker	144
6351	Public Safety Property Clerk I	615
6350	Public Safety Property Clerk II	159
1130	Public Safety Records Coordinator	621
6052	Public Safety Records Senior Specialist	635
6050	Public Safety Records Specialist I	633
6051	Public Safety Records Specialist II	634
2180	Public Safety Specialist	106
4650	Public Works Construction Inspector	160
5510	Public Works Crew Leader	161
5640	Public Works Supervisor	191
5431	Recycled Water Coordinator	663
1010	Senior Accountant	641
6850	Senior Accounting Technician	647
4700	Senior Building Inspector	167
5651	Senior Building Services Leader	604
1140	Senior Buyer	624
2145	Senior Community Services Officer	151
1850	Senior Construction Inspector/Coordinator	174
4150	Senior Crime Analyst	653
1300	Senior Environmental Chemist	114
1349	Senior Environmental Compliance Inspector	146
7301	Senior Greenskeeper	609

<b>Job Code</b>	<b>Classification</b>	<b>Pay Range</b>
4325	Senior Housing Rehabilitation Specialist	601
2400	Senior Library Assistant	170
5710	Senior Maintenance Worker	177
6450	Senior Meter Reader	171
2345	Senior Neighborhood Preservation Specialist	148
6500	Senior Office Assistant	172
5600	Senior Park Utility Worker	173
7320	Senior Parks Leader	613
4090	Senior Plan Check Engineer	691
1260	Senior Planner	654
2201	Senior Programmer Analyst	631
1860	Senior Traffic Engineer	181
1865	Senior Transportation Engineer	610
1875	Senior Transportation Planner	657
5930	Senior Wastewater Collections Worker	177
5820	Senior Water Distribution Worker	696
5751	Senior Water Pollution Control Operator	679
2504	Senior Workforce Services Representative	666
5425	Senior WPC Plant Mechanic	185
1345	Solid Waste Contract Administrator	115
4800	Solid Waste Specialist	169
6650	Staff Office Assistant	180
6700	Storekeeper I	182
6600	Storekeeper II	176
6710	Storekeeper/Buyer	112
5200	Street Lighting Technician	142
2120	Technical Support Specialist	649
1950	Traffic Engineer	188
4200	Traffic Engineering Technician I	127
4201	Traffic Engineering Technician II	607
1955	Transportation Engineer	612
1861	Transportation Planner	183
7800	Utility Worker	192
5920	Wastewater Collections Crew Leader	161
5910	Wastewater Collections Supervisor	191
5430	Water Conservation Coordinator	650
5810	Water Distribution Crew Leader	695
5800	Water Distribution Supervisor	694
5830	Water Distribution Worker	697
5880	Water Meter Repair Worker	195
5901	Water Pollution Control Operator I	197
5900	Water Pollution Control Operator II	202
7900	Water Pollution Control Operator-in-Training	199

<b>Job Code</b>	<b>Classification</b>	<b>Pay Range</b>
5399	Water Pollution Control Plant Mechanic-in-Training	713
5400	Water Pollution Control Plant Mechanic	154
5435	Water Pollution Control Plant Systems Integrator	711
4100	Water System Operator	186
2540	Web Specialist	706
2550	Workforce Development Analyst	661
2503	Workforce Services Representative	667

## **Exhibit B – Clarification of Overtime, Holiday, and Alternate Work Schedule Provision Contained in this Agreement**

### **CLARIFICATION OF OVERTIME PROVISION**

Included in this Agreement and Referenced Below

and

AMENDING RELATED ADMINISTRATIVE POLICY

and

ALL ALTERNATE WORK SCHEDULES

(with and without written agreements)

Effective February 12, 1995

Reaffirmed July 1, 1996

Reaffirmed July 1, 1999

Reaffirmed July 1, 2004

Reaffirmed July 1, 2015

Effective with the 2012-2015 MOU, employees are no longer eligible for overtime on a daily basis. Employees continue to be eligible for overtime on a weekly basis in accordance with the Fair Labor Standards Act (FLSA) requirements.

This exhibit is intended to clarify and reflect current practices of certain MOU articles related to overtime, holiday, and/or alternate work schedules. Examples are provided in this exhibit describing the appropriate methods for employees to record work, leave and overtime in each of the options illustrated.

Article 16.4(a):

Overtime shall be defined as all paid hours in excess of forty (40) hours worked in a workweek. **(Example A)**

An employee who works on a holiday shall be compensated at the overtime rate for all hours worked on the holiday in addition to eight (8) hours holiday pay. **(Example B)**

All paid time shall count as time worked when determining overtime. **(Example A)**

Article 18.2:

Holiday leave is taken in full day (8 hour) increments. A maximum of 8 hours of holiday leave shall be recorded for any single work day. **(Example C)**

Article 18.2(b):

When a holiday falls on a day when an employee working an alternate schedule would normally work more than eight hours a day, that employee shall have the option,

subject to approval of the employee's supervisor, of making up the difference between the eight-hour holiday and his or her normal workday by working the additional time during the same workweek during which the holiday falls. A supervisor's denial of this option must be based upon operational need. Employees who do not take this option will be required to use accrued/banked paid leave to make up for the additional time-off on the holiday. **(Example C)**

In the event that a City-observed holiday falls on an employee's non-scheduled workday, the holiday hours that the employee would otherwise receive will be automatically credited to that employee's floating holiday leave bank, unless the employee takes another day off that workweek subject to supervisor approval or receives holiday pay. **(Example D)**

Any paid City holidays, which occur on employee's non-scheduled workday, shall not be counted as hours worked for determination of overtime for that workweek. **(Example D)**

When an employee takes an entire workweek off for any reason and the holiday occurs on the employee's non-scheduled workday, it shall not generate any overtime pay or more than 40 regular hours of pay for the workweek under any circumstances. The employee is required to record 8 hours of holiday leave on the time card for each of the holidays occurring within that workweek, and reduce the corresponding number of hours from other paid leave. **(Example E)**

### **Special Issues for Employees working Special Schedules and/or Shift Schedules**

The options available to employees working special schedules, i.e., not working a standard schedule of 5 days per week, 8 hours per day, whether or not a special schedule agreement is on file, and for employees working a standard shift schedule in which the employee is scheduled to work 8 hours per day, 5 days per week but the work is not necessarily scheduled Monday through Friday would follow the same patterns illustrated in examples A through E below.

In addition, the following is required:

1. A minimum of 40 hours of regular time (work and/or leave time) must be recorded each and every workweek.
2. Each employee must maintain his/her regularly scheduled work hours for each day whether worked or not so that the time card shows the number of hours that the employee is normally scheduled to work, e.g., 8, 9 and split 8, 9 or 10 hours.
3. When charging holiday time occurring on a scheduled work day which is not worked, the 9 or 10 hour per day employee must record 8 hours of holiday leave plus 1 or 2 hours, respectively, of another leave for each holiday to meet the daily hours requirement in #2 above.

4. Holiday leave is taken in full day (8 hour) increments; a maximum 8 hours of holiday leave may be recorded for any single work day. The maximum total of holiday hours recorded in a workweek may not exceed the number of holiday hours actually occurring in that week or in the prior week.

Except that in any workweek in which a Water Pollution Control Operator or Senior Water Pollution Control Operator performs a relief coverage assignment, he/she may, with the approval of the supervisor, work (and record) varying hours on different work days for that week. Despite this possibility, these employees are required to maintain the minimum of 40 hours of regular time in each workweek (#1 above) and may not charge more than 8 hours of holiday time in any single workday.



- Example A**
- Overtime shall be defined as all paid hours in excess of forty (40) hours worked in a workweek. (Article 16.4(a))
  - All paid time shall count as time worked when determining overtime. (Article 16.4(a))

Work schedule: Monday to Friday, 8 hours per day

In this example, employee takes a day of paid leave on Tuesday. On Friday, employee works 1 hour in addition to the regular 8-hour schedule. Employee will receive 1 hour overtime in the workweek.

	Sun	Mon	Tue	Wed	Thu	Fri	Sat
Regular hours		8		8	8	8	
Paid leave hours			8				
OT hours						1	

\* Note: If a leave occurs during an employee's regular workweek and the employee is required by management to work on a non-scheduled workday in that workweek, the hours worked on the non-scheduled workday would be paid at the overtime rate.

- Example B** • An employee who works on a holiday shall be compensated at the overtime rate for all hours worked on the holiday in addition to eight (8) hours holiday pay. (Article 16.4(a))

Illustration 1 – Regular work schedule

Work schedule: Monday to Friday, 8 hours per day

Holiday: Friday

In this example, employee works 5 hours on a holiday. Employee will receive 5 hours overtime in addition to 8 hours holiday.

	Sun	Mon	Tue	Wed	Thu	<i>Holiday</i> Fri	Sat
Regular hours		8	8	8	8		
Holiday hours						8	
OT hours						5	

Illustration 2 – Alternate 9/80 work schedule

Work schedule: 9/80, Black Friday

Holiday: Friday

In this example, employee works 5 hours on a holiday. Employee will receive a total of 5 hours overtime in addition to 8 hours holiday, in 2 workweeks.

\* Hours may split into the next workweek per split time on timecard.

<b>Week 1</b>	Sun	Mon	Tue	Wed	Thu	<i>Holiday &amp; Black</i> Fri	Sat
Regular hours		9	9	9	9		
Holiday hours						8 *	
OT hours						5 *	

<b>Week 2</b>	Sun	Mon	Tue	Wed	Thu	Fri	Sat
Regular hours		9	9	9	9	8	
Holiday hours							
OT hours							

### Illustration 3 – Alternate 4/10 work schedule

Work schedule: Tuesday to Friday, 10 hours per day

Holiday: Friday

In this example, employee works 5 hours on a holiday. Employee will receive 5 hours overtime in addition to 8 hours holiday. Employee is also required to use 2 hours paid leave on the holiday in order to maintain his/her regularly scheduled work hours for that day.

\* Note: In lieu of using 2 hours paid leave on the holiday, employee may, with approval from manager, works additional 2 regular hours in the same workweek. See details in Example C, Option 1.

	Sun	Mon	Tue	Wed	Thu	<i>Holiday</i> Fri	Sat
Regular hours			10	10	10		
Paid leave hours						2 *	
Holiday hours						8	
OT hours						5	

- Example C**
- Holiday leave is taken in full day (8 hour) increments. A maximum of 8 hours of holiday leave shall be recorded for any single work day. (Article 18.2)
  - Holiday falls on a regular workday of an alternate work schedule. (Article 18.2(b)) – See MOU article details below.

MOU article details:

When a holiday falls on a day when an employee working an alternate schedule would normally work more than eight hours a day, that employee shall have the option, subject to approval of the employee's supervisor, of making up the difference between the eight-hour holiday and his or her normal workday by working the additional time during the same workweek during which the holiday falls. A supervisor's denial of this option must be based upon operational need. Employees who do not take this option will be required to use accrued/banked paid leave to make up for the additional time-off on the holiday. (Article 18.2)

Option 1 – Employee makes up the difference by working additional time

This option requires pre-planning and pre-approval by supervisor.

Work schedule: 9/80, Black Friday

Holiday: Monday

In this example, employee works an additional 1 hour on Tuesday to make up for the 1 hour difference on the Monday holiday. The difference is between the 8 hours holiday and the regularly scheduled work hours for that day.

	Sun	<i>Holiday</i> Mon	Tue	Wed	Thu	<i>Black</i> Fri	Sat
Regular hours			10	9	9		
Paid leave hours							
Holiday hours		8					

Option 2 – Employee makes up the difference by using other paid leave hours

Work schedule: 9/80, Black Friday

Holiday: Monday

In this example, employee is required to use 1 hour paid leave on the holiday in order to maintain his/her regularly scheduled work hours for that day.

	Sun	<i>Holiday</i> Mon	Tue	Wed	Thu	<i>Black</i> Fri	Sat
Regular hours			9	9	9		
Paid leave hours		1					
Holiday hours		8					

- Example D** • Holiday falls on a non-scheduled workday. (Article 18.2(b)) – See MOU article details below.

MOU article details:

In the event that a City-observed holiday falls on an employee's non-scheduled workday, the holiday hours that the employee would otherwise receive will be automatically credited to that employee's floating holiday leave bank, unless the employee takes another day off that workweek subject to supervisor approval or receives holiday pay. (Article 18.2(b))

Any paid City holidays, which occur on employee's non-scheduled workday, shall not be counted as hours worked for determination of overtime for that workweek. (Article 18.2(b))

Option 1 – Exchange the holiday to another work day within the same workweek

This option requires pre-planning and pre-approval by supervisor.

Work schedule: 9/80, Black Friday

Holiday: Friday

In this example, employee exchanges the holiday to Thursday and employee is required to use 1 hour paid leave on the holiday in order to maintain his/her regularly scheduled work hours for the day.

<b>Week 1</b>	Sun	Mon	Tue	Wed	Thu	Fri	Sat
Regular hours		9	9	9	9	8	
Paid leave hours							
Holiday hours							

<b>Week 2</b>	Sun	Mon	Tue	Wed	Thu	<i>Holiday &amp; Black Fri</i>	Sat
Regular hours		9	9	9			
Paid leave hours					1		
Holiday hours					8		
OT hours				2 *			

\* On Wednesday of week 2, employee works 2 hours in addition to the regular 9-hour schedule. Despite the MOU language stating that paid City holidays, which occur on employee's non-scheduled workday, shall not be counted as hours worked for

determination of overtime for that workweek. Employee will receive 2 hours overtime in this situation because the holiday is exchanged to a regularly scheduled workday.

Option 2 – Receive additional 8 hours pay for the holiday

This option shall not generate overtime.

Work schedule: Tuesday to Saturday, 8 hours per day

Holiday: Monday

In this example, employee receives the holiday as additional pay, which total to 48 regular hours in the workweek without generating overtime.

	Sun	<i>Holiday</i> Mon	Tue	Wed	Thu	Fri	Sat
Regular hours			8	8	8	8	8
Paid leave hours							
Holiday hours		8					

\* Note: If paid holidays (as above) which are not worked were counted for the calculation of overtime, then the employee who works the holiday (as in Example B) and the employee who did not work the holiday because it occurred on a non-scheduled work day would receive the same pay. This is an inequity in pay which was never intended.

Option 3 – Take the holiday leave as floating holiday credit

Work schedule: Tuesday to Saturday, 8 hours per day

Holiday: Monday

In this example, employee will not record holiday used and will receive a credit of 8 hours floating holiday automatically within two pay periods after the City observed holiday.

	Sun	<i>Holiday</i> Mon	Tue	Wed	Thu	Fri	Sat
Regular hours			8	8	8	8	8
Holiday hours							

- Example E** • Holiday falls on a non-scheduled workday with the entire workweek off. (Article 18.2(b)) – See MOU article details below.

MOU article details:

When an employee takes an entire workweek off for any reason and the holiday occurs on the employee's non-scheduled workday, it shall not generate any overtime pay or more than 40 regular hours of pay for the workweek under any circumstances. Employee is required to record 8 hours of holiday leave on the time card for each of the holidays occurring within that workweek, and reduce the corresponding number of hours from other paid leave. (Article 18.2(b))

Illustration 1 – Regular Shift work schedule

Work schedule: Tuesday to Saturday, 8 hours per day

Holiday: Monday

In this example, employee takes the entire workweek off with paid leave. The holiday falls on Monday, a non-scheduled workday. Employee is required to exchange the holiday to one of the paid leave days from Tuesday to Saturday.

	Sun	<i>Holiday</i> Mon	Tue	Wed	Thu	Fri	Sat
Regular hours							
Paid leave hours				8	8	8	8
Holiday hours		8					

Illustration 2 – Alternate 9/80 work schedule

Work schedule: 9/80, Black Friday

Holiday: Friday

In this example, employee takes the entire workweek off with paid leave. The holiday falls on black Friday, non-scheduled workday. Employee is required to exchange the holiday to one of the paid leave days from Monday to Thursday, and use 1 hour paid leave on the holiday in order to maintain his/her regularly scheduled work hours for that day.

	Sun	Mon	Tue	Wed	Thu	<i>Holiday</i> & <i>Black</i> Fri	Sat
Regular hours							
Paid leave hours		9	9	9	1		
Holiday hours					8		



## **Exhibit C - Classifications Eligible for Flextime**

<b><u>Job Code</u></b>	<b><u>Classification</u></b>
1000	Accountant
1250	Administrative Analyst
1400	Civil Engineer
2300	Community Services Coordinator II
2460	Deputy City Clerk
2480	Emergency Medical Services Coordinator
1160	Employment Training Program Coordinator
1351	Environmental Chemist II
1840	Environmental Engineering Coordinator
6840	Finance Analyst II
4490	Fleet Services Coordinator
4420	Hazardous Materials Coordinator
2925	Housing Programs Analyst
1600	Librarian
4825	Network Engineer
4080	Permit Center Coordinator
1020	Principal Accountant
2050	Principal Buyer
2204	Principal Network Engineer
1700	Principal Planner
2202	Principal Programmer Analyst
1255	Program Coordinator
1130	Public Safety Records Coordinator
1010	Senior Accountant
1140	Senior Buyer
1300	Senior Environmental Chemist
1349	Senior Environmental Compliance Inspector
4090	Senior Plan Check Engineer
1260	Senior Planner
2201	Senior Programmer Analyst
1860	Senior Traffic Engineer
1865	Senior Transportation Engineer
1875	Senior Transportation Planner
1345	Solid Waste Contract Administrator
1950	Traffic Engineer
1955	Transportation Engineer
2540	Web and Communications Specialist

## **Exhibit D - Classifications Eligible for Safety Footwear Allowance**

Pursuant to the provisions of the current MOU, employees in the following classifications are eligible to receive an annual safety footwear allowance:

<b><u>Job Code</u></b>	<b><u>Classification</u></b>
2170	Animal Control Officer
1205	Automotive Shop Attendant
4001/4000	Building Inspector I/II
2150	Community Services Officer
4900/1351	Environmental Chemist I/II
1350	Environmental Compliance Inspector
1840	Environmental Engineering Coordinator
5050	Equipment Mechanic
7100	Equipment Mechanic-in-Training
5310/5315/5320	Facilities Technician I/II/III
5300/5301	Facility Attendant I/II
4460/4461	Fire Prevention Specialist I/II
4480	Fire Protection Engineer
4490	Fleet Services Coordinator
5025	Golf Course Equipment Mechanic
7300	Greenskeeper
7325	Groundsworker
4420	Hazardous Materials Coordinator
4450	Hazardous Materials Inspector
5100	Heavy Equipment Operator
4400	Housing Rehabilitation Specialist
4950	Laboratory/Field Technician
4960	Landfill Technician
5150	Lead Equipment Mechanic
5250	Mail Clerk
5860/5850	Maintenance Worker I/II
6150	Meter Reader
2349	Neighborhood Preservation Specialist
5350	Parks Leader
7320	Parks Supervisor
7600/7650/7675	Parks Worker I/II/III
2115	Permit Technician
4875	Plan Check Engineer
4855/4805	Plan Checker I/II
7500	Press Operator
5730	Principal Design and Construction Operator
6701	Principal Storekeeper
1885	Principal Transportation Engineer/Planner
7400	Public Safety Maintenance Worker

6351/6350	Public Safety Property Clerk I/II
4650	Public Works Constructor Inspector
5510	Public Works Crew Leader
5640	Public Works Supervisor
4700	Senior Building Inspector
5651	Senior Building Services Leader
1850	Senior Construction Inspector/Coordinator
1300	Senior Environmental Chemist
1349	Senior Environmental Compliance Inspector
7301	Senior Greenskeeper
4325	Senior Housing Rehabilitation Specialist
5710	Senior Maintenance Worker
2345	Senior Neighborhood Preservation Specialist
5600	Senior Park Utility Worker
1860	Senior Traffic Engineer
1868	Senior Transportation Engineer
5930	Senior Wastewater Collections Worker
5820	Senior Water Distribution Worker
5751	Senior Water Pollution Control Operator
5425	Senior WPC Plant Mechanic
1345	Solid Waste Contract Administrator
4800	Solid Waste Specialist
6700/6600	Storekeeper I/II
6710	Storekeeper/Buyer
5200	Street Lighting Technician
1950	Traffic Engineer
4200/4201	Traffic Engineering Technician I/II
1955	Transportation Engineer
7800	Utility Worker
5920	Wastewater Collections Crew Leader
5910	Wastewater Collections Supervisor
5430	Water Conservation Coordinator
5810	Water Distribution Crew Leader
5800	Water Distribution Supervisor
5830	Water Distribution Worker
5880	Water Meter Repair Worker
5901/5900	Water Pollution Control Operator I/II
7900	Water Pollution Control Operator-in-Training
5435	Water Pollution Control Plant Systems Integrator
4100	Water Systems Operator
5400	WPC Plant Mechanic

Pursuant to the provisions of the current MOU, employees in the following assignments are eligible to receive an annual safety footwear allowance:

<b>Job Code</b>	<b>Classification</b>	<b>Department</b>	<b>Assignment</b>
1100	Administrative Aide	Environmental Services Department	Field Services
1250	Administrative Analyst	Environmental Services Department	Solid Waste
		Public Works	Labor Compliance
2300	Community Services Coordinator II	Library & Community Services	Theater
1500/1410	Engineering Assistant I/II	Public Works	Survey Crew
6200	Office Assistant	Environmental Services Department	Water Operations
2145	Senior Community Services Officer	Public Safety	Animal Control
6500	Senior Office Assistant	Environmental Services Department	WPC Plant Maintenance

## **Exhibit E - Water Pollution Control Plant Instrumentation and Maintenance Mechanics Tool Inventory Agreement**

It is agreed that each employee in the classifications of WPC Plant Mechanic and Senior WPC Plant Mechanic will be responsible for maintaining the following minimum tool inventory.

1. One standard set 1/4" drive sockets (mechanic choice of 6 or 12 point); sizes 3/16" to 9/16"
2. One standard set 3/8" drive sockets (mechanic choice of 6 or 12 point); sizes 3/8" to 3/4"
3. One 1/4" drive ratchet
4. One 3/8" drive ratchet
5. One 3/8" drive x 6" long extension
6. One 3/8" drive x 8" long extension
7. One standard set 1/2" drive sockets (mechanic choice of 6 or 12 point); sizes 3/8" to 1", standard depth
8. One 1/2" drive ratchet
9. One 1/2" drive x 6" extension
10. One 1/2" drive x 8" extension
11. One 1/2" drive x 12" extension
12. One pair 4" curved jaw vise grips
13. One pair 10" curved jaw vise grips
14. One pair adjustable lock, 5 jaw positions, 9-1/4" long
15. One pair adjustable lock, 7 jaw positions, 13-1/2" long
16. One pair combination slip joint pliers, 7-1/2" long
17. One pair needlenose pliers, 7-1/8" long

18. One pair diagonal cutters
19. One adjustable wrench 6"
20. One adjustable wrench 10"
21. One adjustable wrench 12"
22. One pipe wrench 8"
23. One pipe wrench 10"
24. One standard set of nut drivers; sizes 5/6" to 1/2"
25. One standard 4 piece set of slotted tip screwdrivers, wood or plastic handles
26. One standard 4 piece set of phillips screwdrivers, wood or plastic handles
27. Deluxe hacksaw designed for 10" or 12" blades
28. One standard set of allen wrenches (mechanic choice long or short length), sizes 5/64" to 3/8"
29. One 25" metal retracting tape rule
30. One standard set of punches (mechanic choice on length)
31. One standard set of flat chisels
32. One standard set of combination wrenches (mechanic choice 6 or 12 point sizes 1/4" to 1")
33. Tool Chest

For the City employees currently employed and hired in the Plant Maintenance Mechanic and Senior Plant Maintenance Mechanic classifications assigned to the Water Pollution Control Plant, from the date this agreement is signed, the City will purchase the complete Craftsman tool sets and two-drawer tool chests as indicated on the minimum tool requirement list above. It will be the responsibility of the Senior Mechanic to distribute the tool sets and tool chests which will provide each employee in these classifications a complete set of the minimum toll inventory indicated above.

It is further agreed as follows:

- Each employee in the classifications of WPC Plant Mechanic and Senior WPC Plant Mechanic will be responsible for storing and maintaining the tools in a secure, clean, and safe condition. The City will provide a locked location for the Mechanics' boxes.
- Any special tools required by the City will be provided by the City.
- City management at the Water Pollution Control Plant will develop and provide each employee in the classifications of WPC Plant Mechanic and Senior WPC Plant Mechanic a standard operating procedure regarding tools lost or broken on the job in the performance of their regular duties.
- City management at the Water Pollution Control Plant will prepare a written inventory of the tools provided, and each of the employees in the classification of WPC Plant Mechanic and Senior WPC Plant Mechanic shall be provided a copy. Once provided the tools, each Mechanic will be required to sign and return a copy of the inventory to the Senior Plant Maintenance Mechanic. The Maintenance Supervisor at the Water Pollution Control Plant will maintain a written record of the inventory of each Mechanic.
- City management at the Water Pollution Control Plant shall inspect the Senior WPC Plant Mechanic's tool inventory and shall inspect or request the Senior WPC Plant Mechanic to inspect each Mechanic's tool inventory at least once a year. The inspection shall include verification of a complete tool inventory and a statement evaluating each Mechanic's maintenance of the tools in a secure, clean, and safe condition. A report on the semi-annual inspection, dated and signed by the inspector and the Mechanics, shall be maintained in the office of the Water Pollution Control Maintenance Supervisor. Each employee will be provided a copy of the inspector's report for their records.
- The City will retain ownership of all tools and tool chests purchased by the City. They cannot be taken off City premises, and upon separation from City service or promotion or transfer to any other position within the City, a full inventory of tools must be returned or full replacement costs of any missing tool(s) will be charged.
- Any mechanic using personal tools or equipment at work after the date the tools are provided by the City will do so at their own risk and responsibility.

s/ _____ 11/15/91 Izetta E. Birch Director of Human Resources	s/ _____ 11/15/91 Armando Atencio President of SEA
s/ _____ 11/15/91 Helen Farnham Environmental Operations Manager	s/ _____ 11/15/91 Greg Burton WPC Operator
s/ _____ 11/15/91 Gary Csordas WPC Maintenance Supervisor	s/ _____ 11/15/91 Wayne Granger Plant Maintenance Mechanic
s/ _____ 11/15/91 Marvin A. Rose Director of Public Works	s/ _____ 11/15/91 Barry Phillips Sr. Plant Maintenance Mechanic
	s/ _____ 11/15/91 Howard Hament Plant Maintenance Mechanic
	s/ _____ 11/15/91 Walter Koehn Plant Maintenance Mechanic
	s/ _____ 11/15/91 Ronald Paul Plant Maintenance Mechanic
	s/ _____ 11/15/91 James Shrove Plant Maintenance Mechanic
	s/ _____ 11/15/91 Rudy Winkleman Plant Maintenance Mechanic



**CITY OF SUNNYVALE**

**AND**

**SUNNYVALE EMPLOYEES' ASSOCIATION**

**MEMORANDUM OF UNDERSTANDING**

JULY 1, ~~2012-2015~~ TO JUNE 30, ~~2015~~2019



## TABLE OF CONTENTS

Article 1	PREAMBLE.....	1
Article 2	RECOGNITION.....	1
Article 3	RATIFICATION .....	1
Article 4	TERM.....	1
Article 5	CITY RIGHTS .....	1
Article 6	FULL UNDERSTANDING, MODIFICATIONS, AND WAIVERS.....	2
Article 7	SEVERABILITY.....	2
Article 8	ORDINANCES, CODES, AND RESOLUTIONS .....	3
Article 9	SCOPE OF NEGOTIATIONS.....	3
Article 10	AUTHORIZED AGENTS .....	3
Article 11	GOVERNMENTAL MANDATES .....	3
Article 12	EQUAL EMPLOYMENT OPPORTUNITY POLICY .....	4
Article 13	AMERICANS WITH DISABILITIES ACT (ADA) .....	4
Article 14	RENEGOTIATIONS .....	4
Article 15	RETIREMENT.....	4
Article 16	WAGES/COMPENSATION.....	6
16.1	Salaries .....	6
16.2	Salary Adjustments .....	6
16.3	Comparable Agencies .....	6
16.4	Overtime.....	7
16.5	Out-Of-Class Pay .....	9
16.6	Bilingual/Translator Pay .....	9
16.7	Hazardous Duty Pay .....	10
16.8	Certification Pay .....	12
16.9	Standby Duty and Compensation.....	15
16.10	Call-Out Duty and Compensation.....	16
16.11	Call Back Pay.....	16
16.12	Court Pay .....	17
16.13	Emergency Overtime for Employees/Rest Period .....	18
16.14	Class A and B Driver's License Compensation.....	18
16.15	License Reimbursement.....	18
16.16	Shift Differentials .....	18
16.17	Trainer Compensation.....	18
Article 17	INSURANCE PLANS .....	19
17.1	Medical Insurance .....	19
17.2	Cash In-Lieu of Medical Coverage .....	21
17.3	Dental Insurance .....	22
17.4	Vision Insurance.....	22
17.5	Employee Assistance Program .....	22
17.6	Registered Domestic Partners .....	23
17.7	Life/AD&D and Long Term Disability Insurance .....	23
17.8	Dependent Care.....	25
17.9	Health Care Reimbursement Account.....	25
17.10	Short Term Disability Insurance .....	25

17.11	Affordable Care Act.....	26
Article 18	LEAVES .....	26
18.1	Paid Time Off .....	27
18.2	Holiday Leave .....	30
18.3	Bereavement Leave .....	32
18.4	Jury Leave.....	32
18.5	Military Leave .....	33
18.6	Paid Medical Leave (PML) .....	33
18.7	Compensatory Time Off .....	33
18.8	Accrued/Bank Leave usage .....	34
Article 19	ADDITIONAL BENEFITS .....	34
19.1	Workers' Compensation Benefits .....	34
19.2	Tuition Reimbursement .....	36
19.3	City-Wide Employee Emergency Leave Relief Fund.....	36
19.4	Jackets-Water Pollution Control .....	36
19.5	Safety Footwear .....	36
19.6	Tool Allowance.....	37
19.7	Testing for City Vacancies.....	38
19.8	Direct Deposit.....	38
19.9	Commuter Transportation Benefit .....	38
19.10	Reimbursement Procedures.....	40
19.11	Reporting of Special Compensation - Uniforms .....	40
Article 20	WORKING CONDITIONS .....	40
20.1	Work Schedules .....	40
20.2	Promotional Exams .....	41
20.3	Reclassification .....	42
20.4	Reduction In Force.....	43
20.5	Health and Safety.....	43
20.6	Job Sharing .....	43
20.7	Job-Related Work .....	44
20.8	Grievance Procedure .....	44
20.9	Disciplinary Appeal Procedure .....	47
20.10	Selection Appeal Procedure.....	48
20.11	Arbitration.....	48
20.12	Appeal Procedure Waiver .....	50
Article 21	ASSOCIATION PROVISIONS .....	50
21.1	Bulletin Boards .....	50
21.2	Use of City Facilities and Equipment.....	51
21.3	Conference Attendance .....	51
21.4	Dues Deduction.....	52
21.5	Agency Shop.....	52
21.6	New Employee Orientation.....	55
21.7	Release Time for Association Business .....	55
21.8	Association/Management Problem Solving Committee.....	56
Article 22	PAYDAY.....	57
Article 23	HRIS/FINANCIAL SYSTEM .....	57

Article 24	TERM LIMITED EMPLOYMENT .....	58
Exhibit A – Classifications Represented by the Sunnyvale Employees’ Association.....		61
Exhibit B – Clarification of Overtime, Holiday, and Alternate Work Schedule Provision Contained in this Agreement.....		66
Exhibit C - Classifications Eligible for Flextime.....		89
Exhibit D - Classifications Eligible for Safety Footwear Allowance.....		90
Exhibit E - Water Pollution Control Plant Instrumentation and Maintenance Mechanics Tool Inventory Agreement.....		93

## **Article 1      PREAMBLE**

This Memorandum of Understanding (MOU) is between the City of Sunnyvale and the duly authorized representatives of the Sunnyvale Employees' Association (SEA). Its purpose is to promote harmonious relations between the City, the Association, and employees by setting forth the understanding of the parties reached as a result of meeting and conferring in good faith regarding the wages, hours, and certain other terms and conditions of employment of employees in the classifications comprising this Bargaining Unit (Unit).

## **Article 2      RECOGNITION**

The Sunnyvale Employees' Association (Association) is hereby acknowledged as the exclusively recognized employee organization for those employees in the classifications listed in Exhibit A as it currently reads or as modified by agreement of the parties during the term of the MOU.

If the City develops a new classification, it shall make an initial determination as to the bargaining unit and job family placement of that classification.

The City shall notify the Association of the development of a new classification and the City's initial bargaining unit placement and job family placement, and, upon written request from the Association within ten (10) work days from the City's notice, shall consult with the Association concerning the placement of the new classification(s).

## **Article 3      RATIFICATION**

It is agreed that the provisions of this MOU are of no force or effect until ratified by the Association and duly adopted by the City Council of the City of Sunnyvale.

## **Article 4      TERM**

The term of this Agreement shall be from July 1, ~~2012~~2015, through and including June 30, ~~2015~~2019, and will thereafter continue in effect until the parties reach agreement on a successor Agreement or the City Council takes action to modify the wages, hours and terms and conditions of employment provided hereunder.

## **Article 5      CITY RIGHTS**

Except as modified by this MOU, the rights of the City as contained in the City Charter, Constitution and Laws of the State of California include, but are not limited to, the right to determine the services, activities and functions of its constituent departments,

commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action for just cause; layoff its employees because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which governmental operations are to be conducted; take all necessary actions to carry out its service, activities and functions in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

## **Article 6      FULL UNDERSTANDING, MODIFICATIONS, AND WAIVERS**

This Agreement sets forth the full and entire agreement of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements, including any prior memoranda of understanding, over the matters set forth within, whether formal or informal, are hereby superseded or terminated in their entirety.

It is agreed and understood that, except as set forth herein, each party hereto voluntarily and unqualifiedly waives its right to negotiate, and agrees that the other party shall not be required to negotiate with respect to any subject or matter covered herein or with respect to any other matters within the scope of representation, during the term of this Agreement.

No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed by all parties hereto, and if required, approved by the City and ratified by the membership of the Association.

The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

## **Article 7      SEVERABILITY**

In the event any provision of this MOU is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the MOU shall remain in full force and effect.

If a provision is declared invalid or unenforceable as provided above, at the written request of either party submitted to the other within ten (10) work days of such action by the court, the parties shall meet promptly to negotiate the impact of such declaration by the court.

## **Article 8      ORDINANCES, CODES, AND RESOLUTIONS**

Any written City ordinances, codes, or resolutions currently in effect that cover subjects within the scope of representation shall not be changed during the term of this Agreement without first giving the Association the opportunity to meet and confer concerning such changes, except as otherwise provided by this Agreement.

Such meeting and conferring shall be up to and including mediation.

## **Article 9      SCOPE OF NEGOTIATIONS**

The scope of representation shall include all matters relating to employment conditions, and employer-employee relations including but not limited to wages, hours, and other terms and conditions of employment, as provided by the Meyers-Milias-Brown Act and as may be amended.

## **Article 10    AUTHORIZED AGENTS**

For purposes of administering the terms and provisions of this Agreement:

City's principal authorized representative shall be the City's Director of Human Resources or his/her duly authorized representative (address: 505 West Olive Avenue, Suite 200, Sunnyvale, CA 94086; telephone (408) 730-~~7495~~7490) except where a particular management representative is specifically designated in connection with the performance of a specified function or obligation set forth herein.

The Association's principal authorized agent shall be the President of the Sunnyvale Employees' Association or his/her duly authorized representative. The Association's official mailing address is P.O. Box 70700, Sunnyvale, CA 94086.

## **Article 11    GOVERNMENTAL MANDATES**

If the Federal Government or the State of California or any voter-driven initiative imposes any labor requirements or mandates any changes in employee compensation (wages or benefits) or employer mandated costs associated with employee compensation applicable to SEA represented employees, the Association and the City shall meet and confer over the impacts of the legal requirement or mandated change. The parties understand that the City will have to timely comply with any changes in the law independent of their negotiations over the impacts of those legal changes. However, the City will endeavor to meet and confer with the Association prior to the implementation of such changes, and in any event, as promptly as possible.

## **Article 12    EQUAL EMPLOYMENT OPPORTUNITY POLICY**

The Sunnyvale Employees' Association supports in full the City's Equal Employment Opportunity Policy.

## **Article 13    AMERICANS WITH DISABILITIES ACT (ADA)**

The parties recognize that the City may be required to make certain accommodations to carry out its obligations under the Americans with Disabilities Act (ADA). Some of these accommodations may require actions which are contrary to the language or intent of existing provisions of this Agreement. The parties agree that such accommodation shall not constitute a "past practice" or waiver by either party to its right to fully enforce such provisions in the future with regard to persons not subject to the protections of the ADA. Recognizing that circumstances surrounding ADA compliance in individual cases necessarily involve matters which are personal and require the utmost confidentiality, specifics of an individual case shall not be divulged by the City. This Article shall not be grievable or arbitrable.

## **Article 14    RENEGOTIATIONS**

In the event either party hereto desires to negotiate a successor MOU, written notice of desire to renegotiate shall be served during the period of 120 days to 90 days prior to the termination date of the MOU. If either party serves notice to renegotiate, the Association shall provide the City with its initial written proposals 90 days prior to the termination of the MOU.

The negotiations shall begin as soon as practical after receipt of such written notice.

## **Article 15    RETIREMENT**

15.1    The City has contracted with CalPERS and shall provide pension benefits for miscellaneous employees, including employees in this Unit, in a manner consistent with State law and will comply with the Public Employees' Pension Reform Act (Government Code Section 7522 et seq.).

15.2    The City has contracted with CalPERS to provide Level III of the 1959 Survivor Benefit and the Military Buy-Back Option.

15.3    Employees' payment to their employee contribution to CalPERS shall be made pursuant to IRC Section 414(h)(2).



#### 15.4 Tier 1 – Local Miscellaneous 2.7% at age 55

Employees hired before December 23, 2012 shall receive Local Miscellaneous 2.7% at age 55 retirement formula. Final compensation shall be calculated using the single highest year model.

The City shall continue to contribute four percent (4%) of the eight percent (8%) employee contribution during the term of the MOU. Employee shall pay the remaining four percent (4%) of the employee contribution. City intends to continue to pay this benefit on a going-forward basis and has projected the 4% EPMC throughout the twenty-year long-term financial plan.

The City's payment of the employees' CalPERS contribution is based upon authority from CalPERS and upon tax treatment permitted by the Internal Revenue Service under Internal Revenue Code Section 414(h)(2) and revenue rulings related thereto, and by the California Franchise Tax Board. It is understood that the State Legislature or Congress may alter the statutory authority for this tax treatment, and the Franchise Tax Board or the IRS or the United States Department of the Treasury may alter the current revenue rulings, either by other rulings or by issuing new regulations.

The City shall report the value of employer-paid member contributions (EPMC) as additional compensation for each employee.

#### 15.5 Tier 2 – Local Miscellaneous 2.0% at age 60

Employees hired on or after December 23, 2012 who are also classic CalPERS members shall receive the Local Miscellaneous 2.0% at age 60 retirement formula. Final compensation shall be calculated using the single highest year model.

The City shall continue to contribute four percent (4%) of the seven percent (7%) employee contribution during the term of the MOU. Employee shall pay the remaining three percent (3%) of the employee contribution. City intends to continue to pay this benefit on a going-forward basis and has projected the 4% EPMC throughout the twenty-year long-term financial plan.

The City's payment of the employees' CalPERS contribution is based upon authority from CalPERS and upon tax treatment permitted by the Internal Revenue Service under Internal Revenue Code Section 414(h)(2) and revenue rulings related thereto, and by the California Franchise Tax Board. It is understood that the State Legislature or Congress may alter the statutory authority for this tax treatment, and the Franchise Tax Board or the IRS or the United States Department of the Treasury may alter the current revenue rulings, either by other rulings or by issuing new regulations.

The City shall report the value of employer-paid member contributions (EPMC) as additional compensation for each employee.

### 15.6 Tier 3 – Local Miscellaneous 2.0% @ 62

Employees hired on or after January 1, 2013 who are also new CalPERS members shall receive the Local Miscellaneous 2.0% at age 62 retirement formula. Final compensation shall be calculated using the highest 36-consecutive month model. Employees will pay fifty percent (50%) of normal cost as the employee contribution. The normal cost is subject to change on a fiscal year basis as determined by CalPERS.

## **Article 15 — NEGOTIATION PREPARATION**

~~Members of the SEA negotiating team shall be released from work duties for up to a total of two (2) hours either prior to or after each meeting scheduled for the purpose of meeting and conferring on a new Memorandum of Understanding.~~

## **Article 16 WAGES/COMPENSATION**

### **16.1 Salaries**

Pay rates for each classification within the Unit shall be assigned to a pay grade as set forth in Pay Plan Category B as defined in the City's Salary Resolution, consistent with compensation objectives described in the City's Administrative Policy.

### **16.2 Salary Adjustments**

During the term of this Agreement, the City shall adjust base wages for all represented classifications as follows:

~~Effective first full pay period July 2014: 3% across the board increase.~~

~~Effective the first full pay period in July 2016 (July 3, 2016): 5.5% across the board increase.~~

~~Effective the first full pay period in July 2017: 4% across the board increase~~

~~Effective the first full pay period in July 2018: 2% across the board increase~~

### **16.3 Comparable Agencies**

The parties agree that in negotiations for successor memorandum of understanding, unless they agree on other survey jurisdictions, the comparable agencies for the majority of classifications in the bargaining unit shall be:

Alameda  
Fremont  
Hayward  
Milpitas

Mountain View  
Palo Alto  
Richmond  
San Leandro  
San Mateo  
Santa Clara

For purposes of comparing job classifications of Environmental Chemist and Water Pollution Control Operator, the parties agree to the following agencies:

Dublin/San Ramon Services District  
City of Hayward  
City of Palo Alto  
City of San Jose  
City of San Leandro  
~~South Bay Systems Authority~~Silicon Valley Clean Water  
Union Sanitary District

For purposes of comparing the classification of Senior Programmer Analyst, the parties agree to the following agencies:

City of Fremont  
City of Milpitas  
City of Palo Alto

For purposes of comparing the classification of Career Advisor the parties agree to the following agencies:

~~Alameda Private Industry Council (PIC)~~  
~~City of Richmond PIC~~  
~~San Francisco City/County PIC~~  
~~San Mateo County PIC~~  
~~Santa Clara County PIC~~  
Alameda County Workforce Board  
Richmond Workforce Board  
Workforce Investment San Francisco

#### 16.4 Overtime

An employee who is required and authorized in advance by a management supervisor or his/her designee and who actually works overtime shall be compensated at one and one-half times his/her base hourly rate for all such overtime work in excess of forty (40) hours per work period, unless compensatory time is provided pursuant to Article 18.7. The City shall fully comply with the appropriate Fair Labor Standards Act's Regulations regarding the payment of overtime.

a) Overtime.

Overtime shall be defined as all paid hours ~~worked~~ in excess of forty (40) hours worked in a workweek (see Exhibit B, Example A). Except in the event of an emergency, the maximum number of hours an employee may work in any one 24-hour period is 12 hours.

The City shall define the workweek (fixed and regularly recurring period) for purposes of overtime.

An employee who works on a holiday shall be compensated at the overtime rate for all hours worked on the holiday in addition to eight (8) hours holiday pay (see Exhibit B, Example B).

All paid time shall count as time worked when determining overtime (see Exhibit B, Example A).

b) Flex Scheduling

Flex scheduling is defined as an occasional adjustment to an employee's work schedule which does not alter the total number of hours scheduled to be worked per week, but simply alters the time of day those hours are worked.

For employees in the classifications listed in Exhibit C, the City and the employee shall be allowed to reasonably flex or change the work schedules for these employees in order to minimize overtime expenditures and facilitate an employee's ability to balance work with other aspects and obligations in accordance with the following procedures. The primary, but not exclusive, use of this provision is for the scheduling of evening meetings, special events, and occasional necessary work that cannot be performed during an employee's regular schedule. Flex scheduling shall not be used where the City determines that an alternative schedule pursuant to Administrative Policy Chapter 3, Article 39 or special work schedule in accordance with the provisions of MOU Article 20.1 is more appropriate to address on-going City needs.

1. The flex schedule must occur within the employee's regular 40 hour workweek, but is not restricted to a specific day or portion thereof. The manager and employee should work collaboratively to flex the employee's schedule in a manner that satisfies the City's needs and also reschedules the employee's work to a time agreeable to the employee. The manager shall make the final determination. If an employee feels that a manager is not working collaboratively on flex scheduling, the employee may refer the matter to the Human Resources Director.
2. An employee should be informed about the need for a flex schedule with as much notice as is reasonably possible consistent with best practices.

3. No permanent change in work schedules are permitted under this provision.
4. No employee shall be put on a schedule that mandates the employee routinely stay late when there is no evening meeting, special event or occasional necessary work.

This Article shall not prohibit any employee covered by this MOU to voluntarily flex their schedule on a temporary basis, subject to the approval of their supervisor.

During the term of this MOU, the City or the Association may meet and confer over the issue of overtime, flex time and exempt status designation.

### **16.5 Out-Of-Class Pay**

Employees who are temporarily assigned to work in a higher classification and work in such classification for six or more consecutive work days shall be compensated at five percent above the employees' normal pay rate or the first step of the higher level position, whichever is greater. Assignments may be made to employees ~~who are in the same division/department and~~ who are capable of performing the work of the higher-level position whether or not they have attained a particular formal educational level. Such assignments will be assigned on an as-needed basis and when the higher classification is a budgeted vacancy or temporarily unfilled due to the incumbent's absence for vacation or other approved leave.

Such out-of-class assignment pay shall be based on the full period of actual hours worked during the out-of-class assignment and received for the full period of time in which the employee works in the out-of-class assignment or any management or supervisory class, and provided that such higher assignment and related compensation has been authorized in advance by the employee's manager or his/her designee and has been processed by the Human Resources Department. Out-of-class assignment pay shall not be paid for ~~vacation~~ Paid Time Off, holidays, ~~disability~~ Paid Medical Leave and-or any other leave during the out-of-class assignment; nor, shall such leave days be considered a break in the out-of-class assignment.

### **16.6 Bilingual/Translator Pay**

Employees are entitled to receive, in addition to their regular compensation, sixty dollars (\$60.00) per month (i.e., twenty-seven dollars and sixty-nine cents [\$27.69] per pay period) for Bilingual/Translator skills if they meet the following criteria:

- a) Certification by a provider contracted through the Department of Human Resource that the employee possesses the needed language skills at an acceptable skill level; and
- b) Certification by the director of the department that the particular assignment of the employee involves need for the required skills on a regular and frequent basis.

Bilingual/Translator Pay will not necessarily continue if the employee is transferred or promoted.

Qualifying languages are: ~~Chinese~~Cantonese, Japanese, Mandarin, Sign Language, Spanish, Tagalog ~~(Filipino)~~, Thai, Vietnamese, Farsi, and other language(s) deemed appropriate by the City.

## **16.7 Hazardous Duty Pay**

~~Employees who regularly perform any of the duties listed below shall be paid two percent (2%) over their regular base pay for full pay periods in which such work is performed as a part of the employee's regular assignment:~~

Following are some example of duties considered as hazardous duty:

Use of high climbing rope for tree trimming work;

Use of mechanical, hydraulic or pneumatic boom equipment for high electrical or mechanical work;

Use of climbing equipment for high pole work;

Repair of knockdowns in which there is potential contact with high voltage electrical wires;

Operation of the Stinger Crane when there is potential contact with high voltage electrical wires;

Work in confined spaces as determined by the City, except as performed by employees in the water pollution control series.

Confined space is a space defined by the concurrent existence of the following conditions:

Existing ventilation is insufficient to remove dangerous air contamination and/or oxygen deficiency which may exist or develop; and

Ready access or egress for the removal of a suddenly disabled employee is difficult due to the location and/or size of the opening; and

Dangerous Air contamination” and “oxygen deficiency” are used as defined in Title 8, Article 108, Section 5156 of the California Occupational Safety and Health Code.

As used in this Article, “high” means that the nature of the work requires the employee to operate at a height above the ground that presents a danger of injury from a fall.

~~Effective the first pay period following the ratification of the MOU, hazardous duty pay as described in section 16.7(a) will be eliminated. Hazardous duty pay will be revised as follows:~~

~~Employees in the classification of Utility Worker, Sr. Maintenance Worker, Public Works Crew Leader, Public Works Supervisor, Heavy Equipment Operator, Sr. Park Utility Worker, Sr. Water Distribution Worker, Water System Operator, Public Works Maintenance Worker I/II, Water Distribution Worker, Sr. Water Distribution Worker, Water Distribution Leader, Water Distribution Supervisor will receive a 1.5% hazardous duty differential if assigned to the Trees (801), Concrete (803), Sewer & Storm (404), or Water (403) divisions in the Public Works Department or a 0.5% hazardous duty differential if assigned to the Street Maintenance (402) division in the Public Works Department.~~

~~All other employees not receiving the revised hazardous duty differential as described above, but who received hazardous duty compensation during the fiscal year 06-07 or 07-08 will receive a one time payment of \$250.~~

~~Effective the first full pay period following ratification and approval by the City Council, employees in the following classifications shall receive a 1.5% hazardous duty differential over their regular base pay, regardless of the duties listed above:~~

<u>Job Code</u>	<u>Classification</u>
<u>5753</u>	<u>Cross Connection Control Specialist</u>
<u>5310/5315/5320</u>	<u>Facilities Technician I/II/III</u>
<u>5301</u>	<u>Facility Attendant II</u>
<u>7325</u>	<u>Groundsworker</u>
<u>5100</u>	<u>Heavy Equipment Operator</u>
<u>5860/5850</u>	<u>Maintenance Worker I/II</u>
<u>5350</u>	<u>Parks Leader</u>
<u>7675</u>	<u>Parks Worker III</u>

<u>Job Code</u>	<u>Classification</u>
<u>5510</u>	<u>Public Works Crew Leader</u>
<u>5640</u>	<u>Public Works Supervisor</u>
<u>5651</u>	<u>Senior Building Services Leader</u>
<u>5710</u>	<u>Senior Maintenance Worker</u>
<u>5600</u>	<u>Senior Park Utility Worker</u>
<u>5930</u>	<u>Senior Wastewater Collections Worker</u>
<u>5820</u>	<u>Senior Water Distribution Worker</u>
<u>5200</u>	<u>Street Lighting Technician</u>
<u>7800</u>	<u>Utility Worker</u>
<u>5830</u>	<u>Water Distribution Worker</u>
<u>5810</u>	<u>Water Distribution Crew Leader</u>
<u>5800</u>	<u>Water Distribution Supervisor</u>
<u>4100</u>	<u>Water System Operator</u>
<u>5920</u>	<u>Wastewater Collections Crew Leader</u>
<u>5910</u>	<u>Wastewater Collections Supervisor</u>

## 16.8 Certification Pay

Effective the first full pay period following ratification and approval by the City Council, the City shall pay for training, acquisition, and maintenance of the certifications listed as follows. Employees shall receive a total of 2.5% certification pay for the possession of one or more of these certifications as follows for all paid hours, including all overtime, as well as leave payouts:

<u>Job Code</u>	<u>Classification</u>	<u>Certification</u>
<u>7900</u>	Water Pollution Control Operator in Training	Grade 1 <u>or higher</u> Operator's Certificate/California State Water Resources Board
<u>5751</u>	Sr. Water Pollution Control Operator	Grade 4 <u>or higher</u> Operator's Certificate/California State Water Resources Board
<u>5752</u>	<u>Principal Water Pollution Control Operator</u>	<u>Grade 4 or higher Operator's Certificate/California State Water Resources Board</u>



<b><u>Job Code</u></b>	<b>Classification</b>	<b>Certification</b>
<u>5830</u>	Water Distribution Worker	Backflow Prevention Assembly Tester or Cross Connection Control Program Specialist from American Water Works Association  Or  Grade 3 or higher Water Distribution Operation Certificate from State of California Department of Health Services
<u>5820</u>	Sr. Water Distribution Worker	Backflow Prevention Assembly Tester or Cross Connection Control Program Specialist from American Water Works Association  Or  Grade 3 or higher Water Distribution Operation Certificate from State of California Department of Health Services
<u>5753</u>	<u>Cross Connection Control Specialist</u>	<u>Backflow Prevention Assembly Tester or Cross Connection Control Program Specialist from American Water Works Association</u>  <u>Or</u>  <u>Grade 3 or higher Water Distribution Operation Certificate from State of California Department of Health Services</u>
<u>5810</u>	Water Distribution Crew Leader	Backflow Prevention Assembly Tester or Cross Connection Control Program Specialist from American Water Works Association  Or  Grade 3 or higher Water Distribution Operation Certificate from State of California Department of Health Services

<b><u>Job Code</u></b>	<b><u>Classification</u></b>	<b><u>Certification</u></b>
<u>5800</u>	Water Distribution Supervisor	Backflow Prevention Assembly Tester or Cross Connection Control Program Specialist from American Water Works Association  Or  Grade 4 or higher Water Distribution Operation Certificate from State of California Department of Health Services
<u>4100</u>	<u>Water System Operator</u>	<u>T2 or higher Water Treatment Operator Certificate issued by the California State Department of Public Health</u>  <u>Or</u>  <u>D3 or Higher Distribution Operator Certificate issued by the California State Department of Public Health</u>  <u>Or</u>  <u>Backflow Tester Certification approved by the American Water Works Association</u>  <u>Or</u>  <u>Cross-Connection Specialist Certification approved by the American Water Works Association</u>
<u>5730</u>	<u>Principal Design and Construction Operator</u>	<u>Grade 4 or higher Operator's Certificate/California State Water Resources Board</u>

~~The City shall adjust the pay of the employee starting the first full pay period (retroactively if necessary) following receipt by the City's Human Resources Department of the employee's proof of passing the Certification Examination. The first full pay period following receipt by the Department of Human Resources of a copy of the employee's certification (passing of exam and completing all other requirements, e.g. experience, time in class, etc.), the City shall begin payment of the certification pay.~~

In order for an employee to continue to receive certification pay, the certification must be current and valid. Prior to expiration of the current certification on file, a renewed or current/valid certification must be received by the Department of Human Resources in order to continue the certification pay. Should an employee fail to renew his/her certification by the expiration date, the certification pay shall cease beginning the first full pay period following the expiration of the existing certification.

## **16.9 Standby Duty and Compensation**

Standby duty is defined as that circumstance which requires the employee so assigned to:

Be ready to respond in a reasonable time to calls for her/his service;

Be readily available at all hours by telephone, or other communication devices, and

Refrain from activities which might impair her/his assigned duties upon call.

Standby duty shall be assigned by a management supervisor or his/her designee in writing; and

Shall be compensated at the rate of 0.7 hours at the overtime rate for each eight (8) hours of standby duty worked; plus

Two (2) hours compensation at the overtime rate on completion of fourteen (14) consecutive eight (8) hour periods of standby duty.

On holidays, standby shall be compensated at the rate of 1.5 hour at the overtime rate for each eight (8) hours of standby duty worked.

Standby hours shall be recorded on the employee's timecard by using the "Standby" pay code.

Notwithstanding the foregoing, for employees in the Water/Sewer Unit of the Field Services Division, the following provision for Standby shall apply:

Shall be compensated at the rate of 0.7 hours at the overtime rate for each shift of approximately eight (8) hours of Standby duty worked (not to exceed three (3) shifts per day), plus

For standby on a weekend (Saturday and/or Sunday defined as the end of the employee's regular shift Friday and the beginning of the employee's regular shift on Monday), bonus standby pay is paid on completion of three (3) consecutive shifts of Standby Duty, at the rate of one (1) hour of

compensation at the overtime rate. An employee on Standby for Saturday would receive one (1) hour at the overtime rate for Saturday; an employee on Standby for Sunday would receive one (1) hour at the overtime rate for Sunday; an employee who was on Standby for both Saturday and Sunday would receive one (1) hour for each day; for a maximum of two (2) hours for a weekend of standby duty.

On City observed holidays, Standby shall be compensated at the rate of one and a half (1.5) hours at the overtime rate for each shift of Standby duty (not to exceed three (3) shifts, per day).

#### **16.10 Call-Out Duty and Compensation**

An employee who is assigned to standby duty pursuant to the Standby Duty and Compensation provisions of this Agreement, and is directed to return to work, shall be compensated beginning at the time employee receives the call, and ending at the time the actual city work is complete (travel time home is not payable under this policy), and the employee actually returns to work (defined as physically returning to work), shall be compensated for actual work performed or by a minimum payment of 1.4 hours at the overtime rate. However, time allowed for travel from the time of the call to the work site shall not exceed any time limit established by a department or division for response time and standby eligibility provided that such time limit shall not be less than 30 minutes. For example, ESD water distribution currently requires that an employee on standby be able to respond to calls on location within 30 minutes; travel time for such an employee would be the lesser of actual travel time or 30 minutes.

If a new call-out is received prior to the completion of the previous call-out assignment, the new call-out will be considered a continuation of the previous call-out, and no additional minimum shall apply.

When assigned to standby duty on a City observed holiday, the call-out minimum shall be two (2) hours at the overtime rate.

Employees who do not return to work but who are contacted by telephone, pager, or computer shall not be paid a call out minimum, but shall be paid for actual time worked at the overtime rate.

Call-Out hours shall be recorded on the employee's timecard by using the "Call-Out" pay code.

#### **16.11 Call Back Pay**

An employee who is not on standby duty pursuant to Article 16.9, and who has completed his/her work day and has left his/her work site and is ordered to return to duty following the employee's normal work day ("called back"), shall receive call

back pay beginning at the time the employee begins responding to the call, which is generally the time of the call, and ending at the time the actual city work is completed (travel time home is not payable under this policy). ~~for actual work performed~~ or a minimum payment of two (2) hours at the overtime rate if each of the following conditions is met:

The order to return to work occurs following the termination of his/her normal work shift on the day the return is required,

The return is necessitated by unanticipated work requirements, and

The employee actually returns to work (i.e. defined as physically returning to work).

An employee who receives a “call back minimum” and who leaves work, shall not receive another “call back minimum” if they are again called back to work within two (2) hours of the previous call back.

An employee who is ordered to begin his/her shift up to two (2) hours prior to his/her normal starting time shall not be eligible for call back pay for that early call back.

Employees who do not return to work but are contacted by telephone, pager, or computer, shall not be paid a call back minimum, but shall be paid for actual time worked at the overtime rate. Employees who are listed on a City emergency call list and who are called to respond in an emergency situation are deemed authorized by virtue of their inclusion on the emergency call list to respond directly to the emergency call and are not required to obtain additional authorization prior to either an over-the-phone, computer, or in-person response.

Call-Back hours shall be recorded on the employee’s timecard by using the “Call-Back” pay code.

## **16.12 Court Pay**

When scheduled and required by the City to appear in court on his/her regularly scheduled day off, an employee shall modify his/her work schedule so that the City-related court duties occur during the employee’s work time. In those situations where the work schedule cannot be modified, an employee shall receive a minimum of four (4) hours at the overtime rate if the following conditions are met:

The court appearance occurs either during the employee’s scheduled day off, or between shift duty for employees scheduled on the graveyard shift.

For the purpose of this Article, the graveyard shift is defined as any shift beginning between 7:00 p.m. and 12:00 midnight.

### **16.13 Emergency Overtime for Employees/Rest Period**

If an employee is required to respond to an emergency call that requires him/her to work more than twelve hours within a twenty-four-hour period, ~~and any portion of those twelve hours is after midnight,~~ the employee shall be entitled to an eight hours rest period prior to returning to work. If any portion of the rest period occurs during the employee's regular schedule, the employee shall receive regular paid compensation for that time.

This section shall not apply to a declared disaster or period of emergency as determined by the City Manager.

### **16.14 Class A and B Driver's License Compensation**

Employees who are required to possess and maintain a Class A or B California Driver's License shall receive an additional \$75 per month (\$34.62 per pay period). Such payment shall not be made for any period of time when the employee's license is suspended or revoked, or the employee is determined to be unable to operate a commercial vehicle due to a lapsed DMV commercial driver medical clearance or as a result of removal from safety-sensitive functions by a medical review officer, due to a positive DOT-mandated drug or alcohol test.

### **16.15 License Reimbursement**

Employees who are required by the City to maintain a Class A or B California Driver's License and who successfully renew their driver's license or acquire a new license upon starting a new assignment requiring a Class A or B Driver's License shall, upon submission of a receipt by the employee, be reimbursed by the City for the difference in cost between such license and a California Class C Driver's License.

### **16.16 Shift Differentials**

Effective the first full pay period following ratification and approval by the City Council, employees regularly assigned to swing, graveyard, or rotate shift (i.e. relief on day, swing or graveyard shifts [R1] or relief on swing and graveyard shifts [R2]) shall be compensated with a 5% differential. Shift differentials will continue when employee is on paid leave.

### **16.17 Trainer Compensation**

An employee in the classification of Community Service Officer (CSO) who is selected and designated by the Department of Public Safety Management as a CSO Training Officer shall be compensated at five percent (5%) above the employee's normal base pay. A maximum of two (2) CSOs shall be selected and designated as CSO Training Officers at any one time, and receive the trainer compensation. Trainer

compensation shall be paid for all working hours including overtime, and leave time taken.

The selection, designation, and un-designation of CSO Training Officer shall be based upon operational need by the Department of Public Safety Management.

## **Article 17 INSURANCE PLANS**

The City shall continue to provide group Medical, Dental, Vision, ~~and optional~~ Life/AD&D, long term disability insurance plans, and the Employee Assistance Program. Any health plans for which the City contracts directly with the provider, prior to changing the provider or the level of benefits, the City shall first give the Association the opportunity to meet and agree concerning such changes.

The City shall contribute ~~(453.07). per pay period (\$981.65/month)~~ the medical and cafeteria plan contributions as provided in Section 17.1 toward Medical, Dental, Vision, ~~the Employee Assistance Program, and optional supplemental~~ Life/AD&D insurance. ~~This amount shall be allocated \$516.99 for the medical plan contribution and \$464.66 for the cafeteria plan contribution.~~ The medical plan contribution shall be applied to medical premium only. The cafeteria plan contribution shall be applied first to any remaining unpaid medical premium, then toward the premiums for dental, vision, and supplemental life/AD&D insurance.

### **17.1 Medical Insurance**

~~Effective January 2009, the~~ The City's contribution to the medical ~~/ and~~ cafeteria plans s will be ~~revised~~ as follows:

- a) Calculate 80% of the average of the family monthly premium for the Bay Area ~~/Sacramento~~ CalPERS Blue Shield Access HMO and the CalPERS Kaiser HMO plan. ~~The calculation for 2009 will be as follows:~~

#### 2017 Calculation

Kaiser	<del>\$1,321.58</del> <u>\$1,906.81</u> per month
Blue Shield	<del>\$1,457.48</del> <u>\$2,664.61</u> per month
Average	<del>\$1,389.53</del> <u>\$2,285.71</u> per month
80% <u>of average</u>	<del>\$1,111.62</del> <u>\$1,828.57</u> per month

- b) The contribution as described in section 17.1(a) ~~(above)~~ will be allocated 49% medical contribution and 51% cafeteria plan.

#### 2009-2017 Calculation

49% Medical -	\$ <del>544.69</del> 896.00
51% Cafeteria -	\$ <del>566.93</del> 932.57
Total contribution	<u>\$1,111.62</u> 1,828.57

- c) ~~Annual medical and Cafeteria Plan changes during the term of this MOU shall be calculated in accordance with the formula described in section 17.1(a) and 17.1(b). However, any annual increases in the medical contributions shall not exceed a 5% total increase. Any amount in the formula increase that will exceed a 5% increase in the medical contributions shall be allocated to the cafeteria plan contribution.~~

#### 2017 Calculation

<u>Medical -</u>	<u>\$ 795.87</u>
<u>Cafeteria -</u>	<u>\$1,032.70</u>
<u>Total contribution</u>	<u>\$1,828.57</u>

- ~~c) Employees who elect Employee Only Medical coverage or no medical coverage will be entitled to a cafeteria plan contribution equal to 33 1/3% of the cafeteria amount listed in section 17.1(b).~~

~~2009 Contribution for these employees  
\$566.93 x 33 1/3% = \$ 187.09~~

- d) Those employees who, as of the ratification of ~~this 2008-2012~~ agreement, ~~are~~ were enrolled in the Employee Only PERSCare medical plan ~~will~~ would receive a \$500 annual City contribution to a Section 125 medical reimbursement account provided they switch to an alternative medical plan during the open enrollment period ending October 10, 2008.

~~Effective the plan year following ratification and approval by the City Council, the arrangement in the above paragraph will cease. A Section 125 medical reimbursement plan will be offered to all employees on a voluntary basis.~~

- e) Cafeteria Plan contributions may be used by employees to purchase both taxable and non-taxable benefits including medical premiums, dental premiums, family vision premiums, and supplemental life premiums. There shall be no cash payments for any unused Cafeteria Plan contributions.

- ~~f) Annual medical and Cafeteria Plan changes during the term of this MOU shall be calculated in accordance with the formula described in section a (above). However, any annual increases in the medical contributions shall not exceed a 5% total increase. Any amount in the formula increase that will exceed a 5%~~



~~increase in the medical contributions shall be allocated to the cafeteria plan contribution.~~

~~—The percentage amount (33 1/3%) as described in Section 17.1(c) shall be adjusted, if necessary, to provide 100% coverage for the highest HMO medical plan, dental coverage and supplemental life insurance.~~

gf) Medical, dental, and vision premium contributions are paid for on a pre-tax basis; however, The the City agrees to continue to provide employees with an option to pay their insurance premium contributions on a prepost-tax basis, as provided into the extent permitted by the Internal Revenue Code.

## 17.2 Cash In-Lieu of Medical Coverage

Effective the first full pay period following ratification and approval by the City Council, cash in-lieu of medical coverage is no longer offered.

~~The City will continue to provide employees with the option of reducing their medical coverage and receiving payment of a portion of what otherwise would be the City contribution.~~

~~To be eligible for this plan, an employee must either:~~

~~Change from full family to employee plus one or employee only  
(available only when the employee continues to be eligible for full family coverage);~~

~~Change from employee plus one to employee only  
(available only when the employee continues to be eligible for employee plus one coverage);~~

~~Change from any level coverage to no coverage; or~~

~~A new employee may choose no coverage.~~

~~Payment shall be made on the following schedule:~~

<u>CURRENT</u>	<u>NEW</u>	<u>PER PAY PERIOD</u>	<u>MONTHLY</u>
E + 2	None	\$98.50	\$213.42
E + 2	E	\$60.50	\$131.08
E + 2	E + 1	\$22.50	\$ 48.75
E + 1	None	\$76.00	\$164.67
E + 1	E	\$38.00	\$ 82.33
E	None	\$38.00	\$ 82.33
NEW	None	\$38.00	\$ 82.33

~~The cash in-lieu payment shall not, when combined with the City's contribution for medical insurance and the cafeteria benefits plan, exceed the combined City contribution for medical insurance and the cafeteria benefits plan.~~

~~If the employee is currently a dependent of a City employee and covered by a PERS Health Plan, the employee is not eligible for reimbursement.~~

~~Whenever an employee changes to no coverage, the employee shall provide proof of alternate coverage and sign a waiver stating that she or he does have alternative coverage and that she or he understands that he or she will no longer receive coverage through a City sponsored PERS provided medical plan.~~

~~If an employee decides to increase his or her level of coverage by either reentering a City sponsored PERS provided medical plan or including a dependent in his or her current coverage, he or she may enroll in accordance with PERS procedures.~~

~~Procedures for exercising this option and for reentering the City sponsored PERS provided medical plans shall be established by the City.~~

### **17.3 Dental Insurance**

Dental insurance at the current benefit level will continue to be provided. The City contribution for dental insurance shall be as provided in Section 17.1.

If spouses or registered domestic partners are represented by different bargaining groups, dual coverage under the dental plans offered for each bargaining group will be allowed. Dependents may be covered under one or both dental plans. Coordination of benefits by the dental providers will be made pursuant to current industry standards.

Effective the later of January 1, 2016 or the first of the third full calendar month following ratification and approval by the City Council, dental insurance is available for enrollment the month following an employee's date of hire.

### **17.4 Vision Insurance**

Vision insurance at the current benefit level will continue to be provided; such coverage includes a deductible that the employee must pay at the time of service. The City will contribute the full cost of the premium for employee and up to one dependent. City family coverage contribution is provided in Section 17.1(b).

### **17.5 Employee Assistance Program**

The Employee Assistance Program will continue to be provided. Enrollment is mandatory, and the premium is fully paid by the City.

#### **~~17.6 Improved Coverage Dental/Vision~~**

~~During the calendar year 2009, the City will obtain quotes for dental coverage that provides a higher maximum annual reimbursement for dental and quotes for vision coverage that provides improved vision frames/lenses reimbursement. The City will work with the Association on plans to provide such improved coverage at no additional cost to the City.~~

#### **~~17.76 Registered Domestic Partners~~**

SEA and the City shall comply with State and Federal law regarding the provision of Registered Domestic Partner benefits.

#### **~~17.87 Life/AD&D and Long Term Disability Insurance~~**

The City shall provide Life and Accidental Death and Dismemberment (Life/AD&D) insurance for each employee in an amount equal to that employee's ~~base~~ annual base salary, up to a maximum coverage of \$175,000.

Such insurance shall be at no cost to the employee, except that, insurance amounts above \$50,000 provided by the City shall be subject to tax law provisions.

At the time of hire, an employee may purchase additional-supplemental Life/AD&D insurance in an amount equal to ~~the coverage provided by the City~~ the employee's annual base salary, up to a combined maximum coverage of \$175,000.

Current employees, who did not purchase additional-supplemental Life/AD&D insurance at the time of hire, may purchase additional-supplemental Life/AD&D insurance ~~in an amount equal to the coverage provided by the City, up to a combined maximum coverage of \$175,000~~ during open enrollment in an amount as provided in the above paragraph, subject to approval by the carrier.

The City shall also provide Long Term Disability insurance that provides ~~2/367%~~ of the employee's ~~base~~ annual base salary to a maximum of ~~\$7,500~~ 11,000 per month of paid benefits, subject to the terms of the contract with the carrier.

#### **~~17.9 Retirement~~**

##### ~~Tier 1 Current Personnel~~

~~The City has contracted with PERS to provide for miscellaneous employees, including employees in this Unit, the retirement formula commonly called, "Local Miscellaneous 2.7% at age 55".~~

~~The City has also contracted with PERS to provide Level III of the 1959 Survivor Benefit and the Military Buy-Back Option.~~

~~The City agrees to contribute to PERS on behalf of current employees as follows:~~

~~Through December 31, 2012, the City shall contribute seven percent (7%) of salary for the employee's share of PERS. Employees shall pay 1% of their required employee contribution; such payment shall be made pursuant to IRC Section 414(h)(2).~~

~~Effective the first full pay period in January 2013, the City shall contribute six percent (6%) of salary for the employee's share of PERS. Employees shall pay two percent (2%) of their required employee contribution; such payment shall be made pursuant to IRC Section 414(h)(2).~~

~~Effective the first full pay period in July 2013, the City shall contribute five percent (5%) of salary for the employee's share of PERS. Employees shall pay three percent (3%) of their required employee contribution; such payment shall be made pursuant to IRC Section 414(h)(2).~~

~~Effective the first full pay period in July 2014, the City shall contribute four percent (4%) of salary for the employee's share of PERS. Employees shall pay four percent (4%) of their required employee contribution; such payment shall be made pursuant to IRC Section 414(h)(2).~~

~~The City's payment of employees' PERS contribution is based upon authority from PERS and upon tax treatment permitted by the Internal Revenue Service and revenue rulings related thereto, and by the California Franchise Tax Board. It is understood that the State Legislature or Congress may alter the statutory authority for this tax treatment, and the Franchise Tax Board, or the IRS or the United States Department of Treasury may alter the current revenue rulings, either by other rulings or regulations.~~

~~The City shall continue to report the value of the employer paid member contribution (EPMC) as additional compensation for each employee.~~

#### ~~Tier 2 - Personnel Hired Beginning the Last Full Pay Period of December, 2012~~

~~Employees hired beginning in the last full pay period in December, 2012 shall receive the Local Miscellaneous 2.0% at age 60 retirement formula. Final compensation shall be calculated using the single highest year model. These employees shall pay the same share of percentage of salary on a pre-tax basis to pay for their pension as the Tier 1 employees.~~

#### ~~Tier 3 - New PERS Members Hired Beginning January 1, 2013~~

~~Beginning January 1, 2013, the City shall provide pension benefits for new employees who are also new PERS members in a manner consistent with State law and will otherwise comply with the Public Employees' Pension Reform Act (Government Code Section 7522 et seq.). These employees will pay fifty percent (50%) of normal cost to pay for their pension.~~

#### **~~17.10 Reporting of Special Compensation - Uniforms~~**

~~Each employee required by the City to wear a uniform, and who actually wears the uniform during works hours, shall receive a uniform in a manner determined by the employee's department or division. A uniform is defined as clothing which is a ready substitute for personal attire the employee would otherwise have to acquire and maintain. This provision excludes items that are for personal health and safety.~~

~~A standardized value, as determined by the City and adjusted annually each fiscal year, for qualified uniforms shall be reported as "special compensation" as required by PERS procedures for all affected employees. The amount shall be posted on the City's intranet site along with other employee benefits.~~

#### **17.118 Dependent Care**

The City shall continue to provide a plan in accordance with the Internal Revenue Code Section 129 allowing employees to qualify for pre-tax dependent care savings.

#### **17.9 Health Care Reimbursement Account**

The City shall continue to provide a plan in accordance with the Internal Revenue Code Section 125 that provides an option for employees to pay for health care expenses on a pre-tax basis.

#### **17.10 Short Term Disability Insurance**

The parties contemplate that SEA will explore alternative short term disability plans, including the California SDI program. Nothing herein shall preclude the parties from implementing by agreement a short term disability plan. If SEA selects the State SDI program, it will be adopted with an integration feature. In the event there is no agreement between SEA and the City regarding the implementation of a plan other than SDI, and the City is preparing to implement a short term disability insurance program with its management group, the City will provide notice and relevant information to SEA prior to implementing such short term disability program with respect to SEA. The City will provide an opportunity for input, but formal bargaining (per GC § 3505) will not be required.

### **17.11 Affordable Care Act**

At such time as regulations are issued implementing the Affordable Care Act (ACA), the City and the Union will meet and confer to review the impact of such regulations on the benefit plans then in force. If modifications to the health benefits, eligibility for coverage, employer or employee contribution to the cost of insurance or any other provisions of the benefit plans covered by this MOU will be modified by the ACA during the term of this agreement, it is agreed that the City and the Union will meet and confer how such mandated changes will be implemented. In the event of meet and confer, the City will not unilaterally impose changes that would cause a reduction in City contributions towards benefits.

## **Article 18 LEAVES**

The following employee benefits, as they are set forth in the City's Salary Resolution, are included by reference in this Agreement:

Leave Benefits  
Leave Authorization  
Leave Benefits; To Whom Applicable  
Leave Payment  
Leave Substitution  
Special Schedule - Holiday Leave

### **~~18.1 Vacation~~**

#### **~~a) Annual Accrual~~**

~~Employees shall accrue vacation leave based upon the following schedule:~~

~~3.4 hours per pay period for employees with 130 or fewer pay periods of continuous service.~~

~~5.0 hours per pay period for employees with 131-260 pay periods of continuous service.~~

~~6.5 hours per pay period for employees with 261-520 periods of continuous service.~~

~~7.0 hours per pay period for employees with 521-650 periods of continuous service.~~

~~8.0 hours per pay period for employees with 651 or more pay periods of continuous service.~~

~~b) Maximum Accrual~~

~~As soon as administratively possible, the maximum accrual of vacation shall be 500 hours. There shall be no accrual over 500 hours.~~

~~c) Use of Vacation Leave~~

~~Use of vacation leave shall be subject to approval by the employee's supervisor.~~

~~d) Minimum Usage~~

~~No minimum usage per year is required. However, if employees reach the maximum accrual, they will cease to accrue further vacation until such time as their accrual falls below the maximum accrual allowed. Employees are strongly encouraged to plan and take a substantial portion of their accrued vacation time.~~

~~e) Vacation Extension~~

~~City will allow up to one week of leave without pay per calendar year for the purpose of extending vacation, if approved in advance by proper authority and if all the employee's leave accruals have been exhausted. Such leave shall be taken on days immediately succeeding the date on which the employee has exhausted his/her last day of accrued vacation leave.~~

~~There will be no vacation leave accrued for the pay period in which such leave without pay is taken.~~

~~f) Effect of Leave Without Pay (LWOP) on Vacation Accrual~~

~~When an employee is on LWOP, vacation accrual is prorated based on paid hours in the pay period.~~

**18.1 Paid Time Off**

~~a) Definition~~

~~Paid Time Off (PTO) is paid leave earned by employees that may be used for vacation, medical appointment, illness/injury, emergency, or personal business such as care of sick family members or school visits or similar appointments. Leaves not included in PTO which remain separate leaves are bereavement, jury duty, military duty, workers' compensation, floating holiday and holiday.~~

~~b) Accrual~~

All probationary and regular employees shall accrue PTO. PTO begins accruing on the first day of employment and is prorated on an hourly basis for each paid hour. All regular paid hours shall count toward PTO accrual. Time-off in excess of PTO accruals and other available leave shall be leave without pay. As employees use PTO, the time used shall be deducted from the employee's current PTO balance.

c) Accrual Rates

Employees shall accrue PTO each pay period in relation to their years of continuous service.

The Accrual rates are listed below:

<u>Pay Periods of Service</u>	<u>Years</u>	<u>Hours/Pay Period</u>	<u>Accrual Rate Hours/Year</u>
<u>1-25.99</u>	<u>0 to 1</u>	<u>5.5</u>	<u>143</u>
<u>26-129.99</u>	<u>1+ to 5</u>	<u>6.5</u>	<u>169</u>
<u>130-259.99</u>	<u>5+ to 10</u>	<u>8.0</u>	<u>208</u>
<u>260-441.99</u>	<u>10+ to 17</u>	<u>9.5</u>	<u>247</u>
<u>442-649.99</u>	<u>17+ to 25</u>	<u>10.5</u>	<u>273</u>
<u>650 or more</u>	<u>25 or more</u>	<u>11.0</u>	<u>286</u>

Accruals carry over from one payroll calendar year to the next.

d) PTO Accrual Cap

An employee may accrue up to 885 hours of PTO. An employee will no longer accrue PTO once the employee reaches the 885 hours cap until the employee uses PTO to reduce the employee's leave balance, or the employee cashes-out PTO time as provided in this Article.

e) Scheduling PTO

Employees use 8 hours of PTO leave to take a full day of leave on a 40-hour schedule. An employee on an alternative work schedule shall use the number of hours relevant to the alternative work schedule to take a full day of leave. An employee may take scheduled or non-scheduled PTO in increments of less than one full day. PTO may be taken in either of two methods, scheduled and non-scheduled, as follows:

1. Scheduled PTO



All employees may take scheduled PTO. Except for illness or emergency, all PTO shall be pre-planned and pre-approved in accordance with any applicable department, division and/or City policy.

## 2. Non-Scheduled PTO

All employees may take non-scheduled PTO for an unanticipated illness or emergency. On the day of the absence, an employee, or someone on the employee's behalf, must provide notice of non-scheduled PTO at or before the start of the employee's scheduled work day. The notice must designate the absence as either an illness or an emergency. The City may take disciplinary action against an employee who fails to provide notice, uses non-scheduled PTO for a reason other than unanticipated illness or emergency or circumvents the scheduled PTO process.

An employee's routine use of non-scheduled PTO might cause the City to suspect leave abuse and initiate an investigation. This investigation could include but is not limited to requesting that the employee obtain a physician's note concerning an illness which the City suspects is part of a pattern of leave abuse or if the City has information that the employee may not have been ill or injured.

## 3. Return to Work Following Illness or Injury

The City may require, with approval by the Human Resources Director or the Director's designee, a return to work medical clearance for any employee using PTO due to an illness or injury if the employee is absent more than five (5) consecutive days.

### f) PTO Cash-Out

Each employee in a classification represented by SEA shall be required to submit an irrevocable election form in the preceding calendar year specifying the number of hours of Paid Time Off that he/she will irrevocably elect to cash out in the following calendar year.

The parties agree to meet and discuss an IRS qualifying exception for cases of extreme hardship.

One time each year, each employee may cash-out accrued PTO on the last pay day in October.

An employee may cash-out up to 100 hours of PTO each year, so long as the employee maintains a balance of at least 120 hours.

The City will compensate the employee for the cashed-out hours at the employee's base pay rate at the time of the cash-out. The minimum number of hours that may be cashed out is 8 hours.

g) PTO Compensation at Separation

An employee will be paid for all PTO hours in the employee's leave bank upon separation. The PTO will be paid at the employee's base pay rate at the time of separation. An employee, at the employee's option and with City Manager approval, may use accrued available PTO to extend the date of separation or retirement.

h) PTO Donation

An employee may donate PTO to another City employee who has experienced a serious illness or injury that is not fully covered by the injured or ill employee's PTO and/or other City leave programs, consistent with the City-Wide Employee Emergency Relief Fund Program set forth in Article 19.3.

## **18.2 Holiday Leave**

Holidays for employees include:

New Year's Eve  
New Year's Day  
Martin Luther King Jr. Day  
~~Presidential Presidents'~~ Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve  
Christmas Day

Holiday leave is taken in full day (8-hour) increments. A maximum of 8 hours of holiday leave may shall be recorded for any single work day (see Exhibit B, Example C).

a) Library Employees

For holidays observed by the City, Library employees shall be assigned to work the holiday by first asking for volunteers and then by filling the remaining needed assignments by rotating equally among all qualified employees.

b) Holidays and Alternate Work Schedule

Holiday leave is for eight hours per holiday. When a holiday falls on a day when an employee working an alternate schedule would normally work more than eight hours a day, that employee shall have the option, subject to approval of the employee's supervisor, of making up the difference between the eight-hour holiday and his or her normal workday by working the additional time during the same workweek during which the holiday falls. A supervisor's denial of this option will be required to use ~~vacation time or compensatory time-off~~accrued/banked paid leave to make up for the additional time-off on the holiday. (See Exhibit B, Example C)

In the event that a City-observed holiday falls on an employee's non-scheduled workday, the holiday hours that the employee would otherwise receive will be automatically credited to that employee's floating holiday leave bank, unless the employee takes another day off that workweek subject to supervisor approval or receives holiday pay. Any remaining floating holiday balance will be automatically cashed out at the end of each payroll calendar year. (See Exhibit B, Example D)

Any paid City holidays, which occur on employee's non-scheduled workday, shall not be counted as hours worked for determination of overtime for that workweek. (see Exhibit B, Example D).

When an employee takes an entire workweek off for any reason and the holiday occurs on the employee's non-scheduled workday, it shall not generate any overtime pay or more than 40 regular hours of pay for the workweek under any circumstances. Employee is required to record 8 hours of holiday leave on the time card for each of the holidays occurring within that workweek, and reduce the corresponding number of hours from other paid leave. (See Exhibit B, Example E)

c) Floating Holidays

Employees shall be credited with thirty (30) hours of floating holiday leave on the first day of the first pay period in the payroll calendar year.

Newly hired employees shall be credited with a pro-rata share of floating holiday hours, based upon the proportion of the calendar year remaining after their date of hire.

Use of floating holiday leave shall be subject to approval in advance by the employee's supervisor.

Employees separating City employment shall have their allotment of floating holiday leave for that year pro-rated based upon their date of separation.

Any employee who has used less than his/her pro-rated allotment for the portion of the calendar year worked, shall have the balance paid to him/her on his/her final paycheck.

Any employee who has used more than his/her pro-rated allotment for the portion of the calendar year worked, shall have the overage offset against any available accrued leave, on his/her final paycheck. The employee may also authorize the deduction from his/her final compensation. If the employee's final paycheck is insufficient to repay the overage, the employee shall reimburse the City immediately.

Unused floating holiday leave at the end of the payroll calendar year ~~may be paid out in cash or rolled over into vacation leave subject to maximum accrual limits specified in this Agreement. Hours rolled over into vacation leave shall not exceed 30 hours per calendar year~~ will be mandatorily cashed out.

### 18.3 Bereavement Leave

Effective the first full pay period following ratification and approval by the City Council, An-an employee shall be entitled to bereavement leave with pay in an amount not to exceed forty (40) work hours for each death occurring to a person on the list below.

To qualify for bereavement leave, the death must occur to an employee's spouse or registered domestic partner, father, mother, ~~step-father, step-mother,~~ son, daughter, brother, sister, grandparent, or grandchild; or to the father, mother, ~~step-father, step-mother,~~ son, daughter, brother, or sister, grandparent or grandchild of an employee's spouse or registered domestic partner.

A death certificate is sufficient to demonstrate qualification for bereavement leave for any relationship.

Except as provided herein, all bereavement leave must be used within twelve (12) calendar months of the date of the eligible incident, and in increments of one (1) day.

The department director may approve requests for leave usage in less than full day increments; provided that the decision on such usage is not grievable.

The City reserves the right to require proof of death from the employee.

### 18.4 Jury Leave

An employee is entitled to jury leave subject to conditions and limitations contained in the Administrative Policy Manual as the same exists or is amended hereafter, subject to meet and confer obligations.

## **18.5 Military Leave**

Employees assigned to active military duty are entitled to military leave in accordance with the provisions of applicable State and Federal laws, and the Administrative Policy Manual as the same exists or is amended hereafter, subject to meet and confer obligations.

## **18.6 ~~Disability Paid Medical~~ Leave (PML)**

~~Employees qualify for disability leave after completion of twenty-six (26) consecutive pay periods from the date of original appointment; provided, however, that employees~~ Employees may be authorized up to forty (40) hours of non-accrued interim ~~disability leave~~ PML (for illness or injury) from the date of employment for the first twenty-six (26) pay periods; provided, however, that at the conclusion of the twenty-sixth (26th) pay period the interim ~~disability leave~~ PML shall terminate, including any unused amount. The total allowable ~~paid disability leave~~ interim PML for employees for work-related and non-work related ~~disability-illness/injury~~ combined is forty (40) hours during the first year of employment.

Employees qualify for PML after completion of twenty-six (26) consecutive pay periods from the date of original appointment. Effective the first full pay period following ratification and approval by the City Council, employees shall be required to use accrued/banked paid leave for the first 120 hours of any absence for the illness or injury. Following the employee's use of accrued/banked paid leave for the first 120 hours, the City will cover the remaining time period in PML for the same illness or injury for the employee up to 90 calendar days of paid leave for the same illness or injury. After 90 calendar days, the employee shall be eligible to apply for Long Term Disability coverage provided pursuant to the City's insurance policy.

## **18.7 Compensatory Time Off**

An employee may select compensatory time off (CTO) in lieu of cash compensation for overtime required to be worked under Article 16.4.

Compensatory time shall accrue at the rate of time-and-one-half for each hour of overtime.

At any given time, an employee may not have a current CTO accrual balance of more than eighty one hundred (80100) hours ~~of CTO~~.

Compensatory time off accruals of greater than forty-sixty (4060) hours shall be automatically cashed-out ~~during the last full pay period of~~ at the end of each payroll

calendar year. ~~At the employee's option, any amount up to all accrued time may be cashed out.~~At any time, an employee may at his or her election, cash out any compensatory time hours that he/she has in his/her compensatory time leave bank over 60 hours.

### **~~18.8~~ Personal Business Leave**

~~Effective the first pay period in the payroll calendar year 2009, employees shall be entitled, on an annual basis, to ten (10) hours Personal Business Leave. The intent of said leave is for medical appointments or personal business. Personal Business Leave is not intended to extend vacation usage. Accrual of said leave for new hires and use of leave upon termination shall be in a manner similar to floating holiday accruals. There shall be no payment of any unused hours. Use of Personal Business Leave shall be subject to prior supervisory approval.~~

### **18.8 Accrued/Bank Leave usage**

All accrued/banked leave (including, for example, but not limited: Paid Time Off, Compensatory Time Off, Floating Holiday) may be used by an employee for scheduled and unscheduled time off, consistent with the department and administrative policies for approval process.

## **Article 19 ADDITIONAL BENEFITS**

### **19.1 Workers' Compensation Benefits**

~~Workers' Compensation Benefits will be provided as required by law, and in accordance with the provisions of the City's Salary Resolution.~~

#### a) Salary Continuation

Employees unable to work due to a qualified work-related injury shall be placed on workers' compensation leave (WC leave). During the first 60 days of such leave, employees will be entitled to receive two-thirds of their salary (untaxed income in accordance with state and federal law) as workers' compensation benefits and one-third of their salary (taxed income) through the City's salary continuation program. During this salary continuation period, employees shall receive the same benefits, service credit and seniority rights as they would if working. This salary continuation benefit is only available to employees who have completed 26 pay periods of service.

#### b) Waiting Period

There will be no waiting period before workers' compensation benefits or salary continuation begins for a qualified WC injury or illness.

c) Leave Supplement Option

From the 61st day and continuing on WC leave, the employee shall receive two-thirds of their salary as workers' compensation benefits paid by the City's third party administrator. Salary continuation will cease, but employees shall have the option to use accrued/banked paid leave in order to receive their full salary. Employees shall not be required to use accrued/banked paid leave during this time. Employees who are out on a WC leave for more than 90 days will be placed on Long Term Disability (LTD) status and can apply for Long Term Disability insurance benefits. WC temporary disability benefits continue during this period.

d) Medical Appointment

If follow-up treatments and medical appointments are required to treat the work-related injury or illness after an employee returns to work from WC leave, the employee is entitled to use up to two hours of workers' compensation appointment leave (paid time) for each appointment. Such paid medical leave appointments shall be allowed until the employee is declared permanent and stationary by the treating physician. Once such designation has been made, the employee will be required to use accrued/banked paid leave for any further medical appointments.

e) Health Benefits

During WC leave, health premiums are paid in the same manner as they are while the employee is working: one month in advance. If the employee is out for more than 60 days, the premium for days 61-90 would be covered from the prior month's premiums. After 90 days off work, when the employee is on LTD status, the employee will be on direct pay for health insurance.

f) Seniority

Employees will accrue full seniority for the first 90 days of WC leave regardless of whether they use accrued/banked paid leave to supplement WC benefits. After 90 days on WC leave, the accrual of seniority will cease as the employee would be on LTD.

g) CalPERS Service Credit

Employees will accrue service credit while on salary continuation during the first 60 days off work. Service credit is not accrued once salary continuation ends unless the employee opts to use accrued/banked paid leave. If the employee uses accrued/banked paid leave, service credit will only accrue for the



actual accrued/banked paid leave hours used. However, CalPERS gives credit for a full year as long as the employee is in full paid status for 10 months of the fiscal year.

## **19.2 Tuition Reimbursement**

Employees are eligible for tuition reimbursement as provided in the City's Administrative Policy, except that the maximum amount allowable for books shall be \$100 per quarter or semester for courses directly related to the employee's present position or promotional position, and \$50 per quarter or semester for courses required for a related degree.

No reduction of City services will result due to the tuition reimbursement program.

## **19.3 City-Wide Employee Emergency Leave Relief Fund**

The City-Wide Employee Emergency Leave Relief Fund is a program that allows an employee who has leave hours accrued, the opportunity to donate a portion of his/her accrued leave to benefit another employee needing paid emergency leave.

To benefit from this Fund, the receiving employee must be eligible to accrue City paid leave time, must have used all available accrued leave and must have a personal emergency that requires the employee to be on leave from work responsibilities to attend to the emergency.

As with any leave of absence, the absence must be pre-approved by the employee's management supervisor or his/her designee.

To receive relief hours from the Fund, the employee, a member of the family or a friend, must submit a written request to the City Manager or designee stating the hours needed and briefly explaining the circumstances of the emergency requiring use of hours from the Fund.

Rules and procedures defining the use of this Fund shall be promulgated by the City Manager or his/her designee. Any changes to the policy are subject to the meet and confer process.

## **19.4 Jackets-Water Pollution Control**

It is agreed that the City will provide an insulated wind breaker-type jacket with a zipper front for employees in the Water Pollution Control Operator series and the Water Pollution Control Plant Maintenance Mechanic series. It is further understood that the employees will leave the jackets at the Water Pollution Control Plant when they are off duty.

## **19.5 Safety Footwear**



Each employee required by the City to wear safety footwear (see Exhibit D) shall be required to purchase and wear OSHA-approved safety footwear and shall receive an allowance for the purchase of such footwear. The Human Resources Department shall maintain the listing of eligible classifications/positions, and shall post the list on the City's intranet site. If an employee's manager determines that an employee who is not on the list should have safety footwear, the manager shall provide the information to the Human Resources Department, and if the Risk Manager approves, the employee shall promptly be added to the list.

The maximum allowance shall be two hundred and twenty-five dollars (\$225.00), and may be used for more than one pair of safety footwear. Effective the first full pay period in July following ratification and approval by the City Council, the amount shall be two hundred and seventy-five dollars (\$275.00). The amount shall be posted on the City's intranet site along with other employee benefits.

The allowance shall be paid at the end of the first full pay period in July of each year to those active employees in classes requiring safety footwear or for employees hired after that time, during the first full pay period of employment. Should an employee use accrued available leave time to extend the date of separation or retirement, and should the utilization of leave time cross July 1, the employee shall not receive any safety footwear allowance for the new fiscal year. The safety footwear amount shall be reported as "special compensation" as required by PERS procedures for all affected employees. The amount shall be posted on the City's intranet site along with other employee benefits.

## 19.6 Tool Allowance

~~The 2% tool allowance which is included in the base pay for~~Effective the first full pay period in July following ratification and approval by the City Council, the Lead Equipment Mechanic, Equipment Mechanic, ~~and~~ Equipment Mechanic-In-Training and Fleet Services Coordinator classifications shall receive a tool allowance of \$450 per fiscal year. Such allowance represents the full compensation for tools, including replacement of lost or broken tools except that verified losses which would be subject of the City's property damage coverage such as losses from fire, break-in and/or theft, and vandalism are excluded from this limitation. ~~It is understood that when the salary survey is performed in 2012, the City will obtain tool allowance data for Equipment Mechanics from comparison survey agencies. This tool allowance data will be added to the base salary when calculating salary for other jurisdictions.~~

The allowance shall be paid at the end of the first full pay period in July of each year to those active employees in the classifications listed above, or for employees hired after that time, during the first full pay period of employment. Should an employee use accrued available leave time to extend the date of separation or retirement, and

should the utilization of leave time cross July 1, the employee shall not receive any tool allowance for the new fiscal year.

Tool allowance will be reported as special compensation subject to CalPERS' determination.

This provision does not apply to Water Pollution Control Plant ~~Maintenance~~ Mechanics.

The City shall provide a minimum set of tools for each of the employees in the classifications of Plant ~~Maintenance~~—Mechanic and Senior Plant ~~Maintenance~~ Mechanic employed at the Water Pollution Control Plant, as specified in Exhibit E.

### **19.7 Testing for City Vacancies**

Any employee represented by SEA, who desires to test for a position advertised and posted by the City, if such a position represents a promotion or lateral transfer, shall be entitled to time off without loss of pay for the period required to take any and all parts of the testing process. Each employee is allowed to exercise this prerogative twice per year, with as much advance notice to his/her supervisor as possible. Employees who wish to participate in more than two testing processes shall be allowed to do so but shall be required to use accrued leave or take time off without pay to participate in the process.

### **19.8 Direct Deposit**

An employee may directly deposit all or a portion of his or her net pay to a bank of his or her choice via direct electronic paycheck deposit.

Each employee desiring this alternative must deliver a signed authorization to the Department of Human Resources requesting such electronic deposit. Along with the authorization requesting electronic deposit, the employee must also file a waiver prepared by the City stating that the employee knows the City cannot control and is not responsible for, the day upon which the employee's bank credits his or her account with the deposited funds.

The specific procedures for direct deposit shall be as set forth in the City's Administrative Policy.

### **19.9 Commuter Transportation Benefit**

The City shall provide a plan in accordance with the Internal Revenue Code Section 132(f) that provides an option for employees to pay for qualified work-related transportation expenses for mass transit, van pools, and parking on a pre-tax basis. The monthly election limit is regulated by the IRS. This benefit shall be cost neutral to the City.

~~Internal Revenue Code §132(f) allows employers to offer employees the opportunity to set aside a portion of their salary, under a salary reduction arrangement, to pay for their personal expenses for commuting to and from work. Employees will not be taxed on amounts set aside and used for qualified expenses. This benefit will be cost neutral to the City.~~

~~Association employees who qualify may participate in this program by completing a written compensation reduction election form choosing a fixed amount of compensation to be withheld pre-tax and received at a future date. IRC §132(f) requires that the compensation reduction election or "salary reduction agreement" be made in writing and include the date of the election, the amount of the compensation to be reduced, and the period for which the benefit will be provided. The employee election amount may not exceed the monthly maximum for the benefit category and the election must be made before the employee is able to currently receive the compensation. The monthly maximum may be updated/revised from time to time by the Internal Revenue Service.~~

~~Commute Incentive. Employees may voluntarily elect one of the following commute incentives:~~

~~**Public Transit.** The City will provide monthly Commuter Checks worth the value stated below to be used toward the purchase of a monthly transit pass:~~

- ~~\$40 for employees traveling three or more zones on Caltrain;~~
- ~~\$40 for employees using the Dumbarton Express, BART, the ACE train, or a commuter highway vehicle;~~
- ~~\$35 for employees traveling less than three zones on Caltrain;~~
- ~~\$35 for employees using VTA and other buses.~~

~~**Carpool.** The City will provide carpool vouchers worth the value of \$30 per month to each eligible employee in a carpool with two or more people. These vouchers may be used at designated service stations toward the purchase of fuel and other vehicle-related expenses.~~

~~**Vanpool Program.** The City will provide Commuter Checks worth the value up to \$60 to each employee voluntarily participating in the Vanpool Program. These vouchers may be used toward payment of the monthly cost. Employees must fulfill the basic requirements of the Employee Commute Alternatives Program to qualify.~~

~~**Bicycle.** The City will provide bicycle vouchers worth the value of \$20 per month to eligible employees who ride a bicycle to work. These vouchers may be used at designated bicycle shops for related bicycle equipment and expenses.~~

~~**Walk.** The City will provide walker vouchers worth the value of \$20 per month to eligible employees who walk to work. These vouchers may be used at designated stores for expenses related to walking such as footwear and related accessories.~~

## **19.10 Reimbursement Procedures**

If either the City or an employee finds an overpayment has occurred, for whatever reason, it is the responsibility of the person discovering the error to bring it to the attention of the other party immediately. The overpayment may be reimbursed over the same amount of time that the overpayment occurred, up to the maximum of one year.

Any employee who receives an amount annually that is designated for work-related attire or equipment that is individual-specific and not capable of being transferred to another employee, and who, having expended the amount received and acquiring and using the item, terminates employment, is not required to reimburse the City a pro-rata amount for the attire or equipment. Unexpended amounts are subject to return upon termination of employment.

## **19.11 Reporting of Special Compensation - Uniforms**

Each employee required by the City to wear a uniform, and who actually wears the uniform during works hours, shall receive a uniform in a manner determined by the employee's department or division. A uniform is defined as clothing which is a ready substitute for personal attire the employee would otherwise have to acquire and maintain. This provision excludes items that are for personal health and safety.

A standardized value, as determined by the City and adjusted annually each fiscal year, for qualified uniforms shall be reported as "special compensation" as required by PERS procedures for employees in tier 1 and tier 2 as defined in Article 15 Retirement. The amount shall be posted on the City's intranet site along with other employee benefits.

The City will utilize the April to April CPI-U for the San Francisco Bay Area (San Francisco-Oakland-San Jose), and multiply that number times the current amount reported as special compensation for uniforms in order to establish the amount for the next fiscal year. The new amount will be reported to CalPERS beginning the pay period that includes July 1 in accordance with CalPERS requirements.

## **Article 20 WORKING CONDITIONS**

### **20.1 Work Schedules**

Individual departments or divisions must adhere to City-wide policies for non-shift personnel. These departments and divisions may not adopt or impose processes or procedures concerning work schedules, other than those related to business necessity and/or job-site safety, which are more stringent than those set forth in

City-wide rules and regulations, unless the process or procedure was subject to SEA comment before adoption.

An employee(s) may request an alternative work schedule(s) based on the guidelines found in the City's Administrative Policy related to Work Schedules.

This policy specifically allows the establishment of alternative work schedules, including flextime schedules. It also requires that the City establish schedules that are attentive to the needs of individual employees while also assuring prompt, efficient and cost effective public service.

In addition to the present provisions for special schedules for individual employees, the following provisions are made for special schedules for shift personnel at the Water Pollution Control Plant:

A special schedule of varying hours in a bi-weekly pay period may be implemented for all shift personnel (Senior Water Pollution Control Operators, Water Pollution Control Operators, and Operators in Training) upon approval of two thirds (2/3) of the work group, the Department Director and the City Manager.

A special work schedule implemented according to the above procedure may be terminated at the end of a pay period by the City Manager, the Department Director, or upon 2/3 vote of the affected shift personnel upon three (3) weeks written notice to each other.

The City agrees to consider the needs and desires of employees requesting a special schedule. If the City denies a request for a special schedule, then the City will give the employee(s) the reasons for the denial in writing.

## **20.2 Promotional Exams**

The department with an opening shall have the ability to interview and to appoint from among all of the applicants on the Eligible List consistent with the City's applicable Civil Service Rules. In this regard, the following provisions will apply:

For a City-wide promotional, the department may interview as many or as few candidates on the eligible list as it desires.

For a City-wide transfer, the department may interview as many or as few candidates on the eligible list as it desires.

For an open and competitive recruitment, the department may interview as many or as few candidates on the eligible list as it desires.

When the City conducts a City-wide promotional or transfer and an open and competitive recruitment for the same classification, regardless of how many

candidates the department otherwise desires to interview pursuant to this Article, it shall interview SEA employees who are within the top five candidates on the eligible list.

The parties affirm and accept the City Charter merit system principle.

### 20.3 Reclassification

An employee may submit a request for a reclassification of his or her job to the Department of Human Resources and to his or her supervisor ~~only during~~ between February 1<sup>st</sup> and March 15<sup>th</sup> -of each year.

Such request shall be processed through the employee's department and submitted to the Department of Human Resources.

Human Resources may decline a request for a study that has been previously reviewed within the past 24 months, unless the employee justifies such new request.

All reclassification submissions and notifications must comply with the timetable indicated below:

<b>Reclassification Requests</b>	<b>Final Filing Date for Department to submit to Human Resources</b>	<b>Final Date for Written Notifications Declining Requests</b>	<b>Completion Date</b>
Request submitted <del>in-between</del> February <u>1<sup>st</sup> and March 15<sup>th</sup></u>	March 31st of same year	No later than June 30th of the same year	<del>18-9</del> months after submission date of request

Once the study is completed, if the City denies the reclassification of the employee's job, then the City shall give the employee the reasons for the denial in writing.

Once the study is completed, if the City reclassifies the job, and the employee who submitted the request was eligible to be promoted when the request was filed, the employee shall be appointed to the new position effective the first day of the pay period following the pay period in which the reclassification study was completed and approved. Upon completion of the study, if the employee is not eligible to be promoted, then the appointment shall be effective when the employee becomes eligible.

Change in status will not be implemented retroactively.

## **20.4 Reduction In Force**

If the City implements a reduction-in-force that affects employees in this Unit, it will be administered pursuant to the City's Administrative Policy related to Reduction in Force, consistent with the following concepts:

### **SENIORITY:**

Seniority is determined by total pay periods of service with the City, regardless of classification in which employed.

### **BUMPING:**

Employees identified for layoff shall have bumping rights to their current or previously held classification within the Unit based on seniority as defined above.

Employees wishing to bump must exercise these rights within seven (7) calendar days after receiving written notification of the layoff, otherwise the bumping rights shall automatically terminate.

Employees must meet the minimum qualifications for the classification and possess the knowledge, skills, and abilities to perform the duties and responsibilities of the specific position.

When the City determines that it must implement a reduction-in-force that affects employees in the Unit, the City shall give the Association reasonable advance notice.

Notice to the employee shall be in writing thirty (30) calendar days prior to the effective date of the layoff.

## **20.5 Health and Safety**

City will send the Association a copy of the minutes of the City Safety Committee after each meeting.

City shall make available applicable Material Data Safety Sheet available to affected employees, and provide training so employees will be able to read and interpret these data sheets as required by CalOSHA.

An employee designated by the Association shall be a member of the City-wide Safety Committee, if the Association so designates.

## **20.6 Job Sharing**

If requested, the City and the Association shall meet and confer to discuss and implement a job sharing program. The Association understands such discussions



may have an impact on another City represented bargaining unit and those unit representatives may need to be consulted prior to any program implementation.

## **20.7 Job-Related Work**

Employees shall not be required to do job-related work during break periods. "Job-related work" includes any work set forth in a job description, stated as a component part of a job evaluation, or any work directed to be done by a supervisor or manager.

## **20.8 Grievance Procedure**

### **a) Definitions**

**Grievance:** A grievance is an alleged misapplication of a specific provision of this MOU, or of a specific provision of the Administrative Policy Manual, City Ordinance, or City Code, or departmental policies, rules or regulations, covering wages, hours or other terms or conditions of employment, which alleged misapplication adversely effects the grievant. The content of Employee Performance Audits or disciplinary actions are only appealable as provided in Article F.9 - Disciplinary Appeal Procedure.

**Written Grievance:** A written grievance is a grievance, as defined above, which has been reduced to writing on a form provided by the City and which shall include the grievant's name, classification, department, immediate supervisor's name; representative's name, if any; the specific section of the MOU, ordinance or code alleged to have been misapplied; a specific description of the alleged grievance with the circumstances supporting the grievant's allegation; and the specific remedy requested to resolve the grievance.

**Grievant:** A grievant is an employee, a group of employees or the Association. A grievant may file a grievance as defined above. Alleged misapplications which affected more than one employee in a substantially similar manner may, by mutual agreement, be consolidated as a group grievance and thereafter represented by a single grievant.

Work day is defined as Monday through Friday exclusive of holidays.

### **b) Process**

**Unwritten Grievance.** The grievant shall orally discuss his/her grievance with his/her immediate supervisor in an attempt to resolve the grievance.

The supervisor shall give an oral response to the employee within seven (7) work days of the issue being raised by the employee.



## Written Grievance.

### Level 1

If the grievant is not satisfied with the resolution proposed at the unwritten level, he/she may, within thirty (30) calendar days from the event giving rise to a grievance or from the date the employee could reasonably have been expected to have had knowledge of such event, file a formal written grievance with his/her program manager on a form prepared and supplied by the City. The program manager shall, within seven (7) workdays from the receipt of the grievance, meet with the grievant and give a written response to the grievant on the original grievance form.

### Level 2

If the grievant is not satisfied with the written response from his/her program manager, the grievant may, within seven (7) workdays from the receipt of such response, file a grievance with the division-level manager. Within seven (7) workdays of receipt of the written appeal, such manager shall investigate the grievance, which shall include a meeting with the grievant, and give a written response to the grievant on the original form.

### Level 3

If the grievant is not satisfied with the written response from his/her division-level manager, the grievant may, within seven (7) work days from the receipt of the response, appeal the grievance to the Department Director. Within seven (7) work days of receipt of the written appeal, the Department Director or designee shall investigate the grievance, which may include a meeting with the grievant, and give a written response to the grievant on the original grievance form.

### Level 4

If the grievant is not satisfied with the written response from the Department Director, the grievant may, within seven (7) work days from the receipt of the response, file a written appeal to the City Manager or designee. Within ten (10) work days of receipt of the written appeal, the City Manager or designee shall investigate the grievance, which shall include a meeting with the grievant, and give a written response to the grievant, which answer shall be final and binding, except as provided in Article 20.11 - Arbitration.

## c) General Provisions

The time limits set forth herein above are to be strictly followed. Time limits may be waived only by written agreement signed by the parties.

If a grievant fails to carry his/her grievance forward to the next level within the prescribed time period, the grievance shall be considered settled.

If the original grievance is modified at any step, it shall be considered a new grievance and must be re-filed, treated as a new grievance and subject to all procedural considerations, unless modified in writing by mutual consent of the parties.

If a supervisor or manager fails to respond with an answer within the given time period, the grievant may appeal to the next higher level.

The grievant may be represented by a person of his/her choice at any formal level of this procedure.

Formal levels may be waived by mutual written consent of the parties.

If the grievant is not represented by the Association, the Association shall be notified of a settlement proposed at any written level of the procedure which is acceptable to both the grievant and the City prior to the settlement being finalized. The purpose of this step is to allow the Association to state its position for the record. If the Association does not provide a written response within seven (7) work days after notification, such opportunity to respond shall be considered waived, and the proposed settlement shall be implemented and the matter closed. If a timely response is made, the City's representative shall give full consideration to the Association's position prior to settlement of the grievance.

By mutual agreement of the parties, a grievance may revert to a previous level of the procedure.

d) Grievance Representative

There shall be a reasonable number of Grievance Representatives in this Unit.

At the request of the grievant, the grievant may be represented by a Grievance Representative.

In instances where the designated Grievance Representative is unable to represent a grievant, the President shall represent the grievant or designate a representative who is on the current list as provided below, to act as a substitute.

Both the Grievance Representative and either the Association President or Vice-President will be allowed to represent at Level 2 or higher.

A Grievance Representative shall be granted reasonable release time to investigate and/or prepare for a grievance procedure and to attend a formal grievance hearing. A Grievance Representative shall be granted reasonable release time to attend an investigative meeting and to act on behalf of an employee facing possible disciplinary action.

A Grievance Representative desiring to leave his/her work location to process a grievance shall first obtain permission from his/her immediate supervisor. Release from work shall be made as soon as practical.

A Grievance Representative desiring to enter the work location of a grievant to process a grievance shall first obtain permission from the grievant's supervisor. Permission to enter shall be made as soon as practical.

The Association agrees that whenever a Grievance Representative is involved in grievance activities listed in this Section during working hours, only that amount of time necessary to bring about a prompt disposition of the matter will be utilized.

The Association shall give the Human Resources Director or designee a list of the names of employees selected as Grievance Representatives, and will immediately notify the Department of Human Resources of any changes.

Only those employees whose names are on the current list shall be granted release time to serve as a Grievance Representative.

## **20.9 Disciplinary Appeal Procedure**

If an employee is to be suspended, demoted, dismissed or have his/her salary reduced, he/she shall:

Receive written notice of the proposed action stating the date it is intended to become effective and the specific grounds and particular facts upon which the action is based;

Receive copies of any known written materials, reports or other documents upon which the action is based;

Be accorded the right to respond in writing within a reasonable period of time to the proposed charges;

Also, be accorded the right to meet within a reasonable period of time with a manager who has the authority to recommend modification or elimination of the proposed disciplinary action; and

The employee shall be given the manager's written decision within a reasonable period of time.

Employees holding a regular appointment who are suspended, demoted, reclassified, dismissed or have a salary reduction shall be entitled to be heard before the Personnel Board at a duly constituted meeting in accordance with the following procedure:

A written request to the Board must be filed through the Department of Human Resources within fourteen (14) calendar days from the effective date of the action from which the employee seeks exception.

Within twenty-one (21) calendar days after the proper filing of written request for a hearing, the Personnel Board shall commence a hearing following any review of the action and complaint deemed necessary.

The hearing before the Personnel Board may be public or private at the option of the employee, and the employee may be represented by legal or other counsel; however, the hearing shall be informal in substance and the rules of evidence prescribed for duly constituted courts shall not apply.

The Personnel Board shall, within fourteen (14) calendar days of the aforementioned hearing, render its decision in writing, and the Secretary shall direct copies thereof to the City Manager, the City Clerk and the employee requesting said hearing.

The decision of the Personnel Board may sustain, revoke, or modify the reclassification, suspension, demotion, salary reduction or dismissal and shall be final and conclusive in all respects and shall not be subject to appeal except as allowed by law.

In the event the Personnel Board revokes or modifies a reclassification, suspension, demotion, salary reduction or dismissal and orders the employee reinstated to the former position, it may direct the payment of salary to the employee for the period of time the Personnel Board finds the suspension, reclassification, demotion, salary reduction or dismissal was improperly in effect.

Discipline shall only be taken for just cause.

## **20.10 Selection Appeal Procedure**

A Unit member who is not selected to fill a vacant position may request a meeting with a representative of the City's Human Resources Department to receive feedback concerning the employee's performance in the recruitment process. The purpose of this meeting is to enlighten the employee about his/her strengths and weaknesses for future opportunities within the City.

## **20.11 Arbitration**

If a grievance has been properly processed through Article 20.8 - Grievance Procedure, and has not been resolved, and the original grievance is an alleged misapplication of a specific provision of this MOU which adversely affects the grievant, then the grievant, through the Association, may appeal the grievance to Arbitration.

To request Arbitration, the appeal must be filed with the Director of Human Resources or designee within ten (10) days of receipt of an answer at Level 4, or ten (10) days from the last day an answer was possible at Level 4 of Article 20.8 - Grievance Procedure.

The parties may mutually agree upon the selection of the arbitrator or shall jointly request the State of California Mediation and Conciliation Service to provide a list of seven (7) names of persons qualified to act as arbitrators.

Within ten (10) days following receipt of the above-referenced list, the parties shall meet to select the arbitrator. The right to strike the first name shall be determined by lot, and the parties shall alternately strike one name from the list until only one (1) name remains, and that person shall be the arbitrator.

Within twenty (20) days following the receipt of the notice of appeal to arbitration, a meeting shall be arranged by the Director of Human Resources or designee with the employee and appropriate Association representative to prepare a joint statement of the issue(s) to be presented to the arbitrator. If the parties are unable to agree upon the issue(s), each party will prepare its statement of the issue(s) to be presented to the arbitrator.

The arbitrator shall hold a hearing on the issue(s) jointly submitted, or as determined by the arbitrator if the parties have not mutually agreed upon the issue(s), and, within 30 calendar days of the hearing, render a written decision with reasons for the decision.

Unless the parties mutually agree, there shall be no post hearing briefs. The parties shall present oral argument immediately upon close of the presentation of evidence. However, in the situation of multiple day hearings broken by days or weeks, or of a complex case, a party may request of the arbitrator the right to submit a post-hearing brief.

Each of the parties shall pay for the time and expenses of its representatives and witnesses through all stages of the arbitration and shall contribute equally to the fees and expenses of the arbitrator and court reporter, if any. A reasonable number of City employee witnesses will be provided release time for necessary testimony.

The parties agree that the arbitrator shall not add to, subtract from, change or modify any provision of this Agreement and shall be authorized only to apply

existing provisions of this Agreement to the specific facts involved and to interpret only applicable provisions of this Agreement and applicable provisions of the law.

The decision of the arbitrator shall be final and binding.

The arbitrator's award is subject to the California Arbitration Act, by petition of either side, pursuant to C.C.P. Sections 1280, et seq.

## **20.12 Appeal Procedure Waiver**

The Association agrees that the procedures set forth in this Agreement are the only grievance and appeal procedures available to the employees it represents and that any appeal rights found elsewhere within City Codes, Ordinances or Resolutions are waived. The sole exception to this waiver is the Impasse Procedure, which is still applicable as a dispute resolution procedure available during the meet and confer process.

## **Article 21 ASSOCIATION PROVISIONS**

### **21.1 Bulletin Boards**

The Association shall have the use of designated bulletin board space to post material related to Association business.

The City shall determine the placement of bulletin boards and the portion of the board to be made available to the Association.

~~Any materials posted must be dated and initialed by the Association representative responsible for the posting.~~

~~At the time of the posting, a copy of the material must be given to the management representative designated for that bulletin board.~~

The Association shall remove posted material after it has served its purpose, usually within 30 days.

The Association agrees that nothing of a libelous, obscene, defamatory, or of a partisan political nature, shall be posted.

The Association agrees that this Article provides the right to post materials only on designated bulletin boards.

Any material posted in violation of this Article may be removed by the management representative designated for a particular bulletin board. If material is removed, the City shall notify the Association in writing of the removal and the reasons therefore.

## **21.2 Use of City Facilities and Equipment**

The Association may be granted the use of City facilities subject to the following conditions:

- the meeting is during non-work hours;
- the meeting is for City employees;
- the meeting is not for organizing activities;
- the meeting is not for a membership drive;
- the Association makes a written request at least 24 hours in advance of the day it wants to use the facility, and stating the purpose of the meeting; and
- space is available.

The parties agree the City has the right to assess reasonable charges for the use of such facilities.

Use of City equipment, other than items normally used in the conduct of such business meetings, such as desks, chairs, and black/whiteboards, is strictly prohibited, the presence of such equipment in approved City facilities notwithstanding.

The Association may use the City's email system and interoffice mail system outside of work hours to post notices and results of elections, appointments of officers, to schedule and post notices of meetings, and to post notices of recreational, social and other organization events. Per Municipal Code Section 2.24.100, employees may only review and respond to such notices during non-work times.

In those instances where the City initiates contact with the Association and requires a response with less than a five-day turn-around time, the Association officers are authorized to communicate with members by e-mail or interoffice mail.

## **21.3 Conference Attendance**

Association representatives shall be allowed to use a total of 80 hours of unpaid leave per calendar year to attend training sessions, conferences and other association activities. The use of the 80 hours may be divided among no more than eight different Association representatives each year. The Association shall provide the City with a list of which Association representatives are eligible by January 15 of each year and shall notify the City immediately of any changes in the list.

To receive unpaid leave the employees must first receive approval for the time off from their department director by completing the City's Leave Request Form.

Such time off shall not be considered time worked, but shall not be considered a break in service.

#### **21.4 Dues Deduction**

Association dues and such other deductions as may be properly requested and lawfully permitted shall be deducted, in accordance with applicable state law, bi-weekly by the City from the salary of each employee who files with the City a written request that such deduction be made on their behalf.

Remittance of the aggregate amount of all deductions made pursuant to this Article shall be made to the Association by the City within thirty (30) days after such deductions are made.

#### **21.5 Agency Shop**

- a) Except as provided otherwise in this Article, employees shall become and remain members of the Association or shall pay to the Association a service fee in-lieu thereof.
- b) Waiver of Election for Newly-Represented Employees

The addition of classifications and/or employees to the Unit shall not require an election for the application of this Agency Shop provision to such classifications and/or employees.

##### **c) Implementation**

- 1) All SEA-represented employees must either join the Association, pay a service fee to the Association or execute a written declaration claiming a religious exemption from this requirement.
- 2) Any SEA-represented employee hired by the City shall be provided through the Department of Human Resources a notice advising that the City has entered into an Agency Shop agreement with the Association.
- 3) Such notice shall include a form for the employee's signature authorizing payroll deduction of the Association dues or a service fee, or to request an exemption and to authorize the appropriate charitable contribution in lieu of Association membership or service fee payment (see "religious exemption" below). ~~Employees shall have fifteen (15) work days following the initial date of employment to fully execute the authorization form and return said form~~



~~to the Department of Human Resources. If the employee fails to return the authorization forms, the City will initiate payroll deduction for service fees effective the next full pay period. The City will initiate payroll deduction for service fees immediately upon hire. The City will initiate payroll deduction for Association dues or charitable contribution in the first full pay period following the Department of Human Resources receipt of the employee's authorization form.~~

d) Religious Exemption

- 1) Any SEA-represented employee who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a public employee organization shall be permitted, upon presentation of verification of active membership in such religion, body or sect to, make a charitable contribution equal to the service fee in-lieu of Association Membership or service fee payment.
- 2) Declarations of, or applications for, religious exemption and any supporting documentation shall be forwarded to the Association within ten (10) work days of receipt by the City. The Association shall have ten (10) work days after receipt of a request for religious exemption to challenge any exemption granted by the City Manager or his/her designee. If challenged, the deduction to the charity of the employee's choice shall be placed in an Association holding account pending resolution of the challenge.

e) Payroll Deductions and Pay-Over

- 1) The effective date of dues, service fee deductions or charitable contributions shall be the next full pay period after receipt by the Human Resources Department of the authorization form.
- 2) Charitable deduction shall only be by regular payroll deduction. For purposes of this Article, charitable deduction means a contribution to one of the federations and/or entities within a federation to which the City has established payroll deductions under the Citywide Giving Campaign. These federations shall be exempt from taxation under 501(c)(3) of the Internal Revenue Code.
- 3) The employee's earnings must be sufficient, after other legal and required deductions are made, to cover the amount of the dues or service fees authorized. All legal and required deductions have priority over Association dues and service fees.
- 4) When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings.

5) In the case of an employee who is in a non-pay status during only part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made.

6) The City shall promptly pay to the designated payee all sums so deducted.

f) Reports

1) The City shall provide biannually a list of all SEA-represented employees making charitable deductions pursuant to a religious exemption as described herein.

2) The Association shall annually submit copies of a financial report similar to that required by the Labor-Management Disclosure Act of 1959, to the City's Department of Human Resources. Copies of such reports shall be available to employees, subject to the Agency Shop requirements of this Section, at the offices of the Association. Failure to file such a report within sixty (60) days of the close of the calendar year shall result in the termination of all agency fee deductions, without jeopardy to any employee, until such report is filed.

g) If, during the term of this MOU, the Association establishes a Political Action Committee Fund, as soon as administratively possible the City shall deduct contributions that are permitted by state and federal law from the salary of each employee who files with the City a written request that such deduction be made on their behalf.

h) Hold Harmless

The Association shall indemnify and hold harmless the City, its officers, and employees from any and all claims, demands, suits, or any other action arising from the Agency Shop and Political Action Committee provisions herein. In no event shall the City be required to pay from its own funds Association dues, service fees or charitable contributions which the employee was obligated to pay, but failed to pay, regardless of the reason(s).

i) Job Announcements

Job announcements for positions covered by this Agreement will incorporate the requirements of this Article as a condition of employment.

j) Enforcement

Nothing herein shall require the City to take disciplinary action against any employee who fails to comply with the provisions of this Article.

k) Term

Agency fee obligations, including, but not limited to, dues or agency fee deductions on behalf of a recognized employee organization, shall continue in effect as long as the employee organization is the recognized bargaining representative, notwithstanding the expiration of any agreement between the public employer and the recognized employee organization.

## **21.6 New Employee Orientation**

The Association may prepare a new employee information packet which shall be given by the City to appropriate employees during the Department of Human Resources orientation of new employees.

## **21.7 Release Time ~~When Meeting With The City~~for Association Business**

~~If the President of the Association attends a mutually agreed upon meeting with the City, the President and up to three (3) designated Association Representatives, shall have reasonable release time to attend such meeting. Employees shall notify their management supervisor or his/her designee as soon as possible in advance of such meeting.~~

~~Travel time is included within the reasonable release time.~~

- ~~a) Association Representatives shall be allowed reasonable release time away from work with pay during regular work hours for the following matters:
  - ~~i. Represent an employee of the Association on grievances, disciplinary, or matters within the scope of representation~~
  - ~~ii. Attend mutually agreed upon meetings with the City~~
  - ~~iii. Participate in labor negotiations of a successor Memorandum of Understanding~~~~
- ~~b) There shall be a reasonable number of association representatives in this Unit. The Association shall make its best effort to designate different association representatives to attend association business.~~
- ~~c) The Association shall provide a list of designated association representatives to the Director of Human Resources on an annual basis upon association election, and shall notify the Director of Human Resources when changes occur.~~
- ~~d) The number of association representatives who will be allowed reasonable release time shall not exceed the followings:
  - ~~i. 1 association representative for the purpose of representing employees, or grievance as provided in Article 20.8.~~
  - ~~ii. 3 association representatives for the purpose of attending mutually agreed upon meetings with the City.~~
  - ~~iii. 5 association representatives for the purpose of labor negotiations of a successor MOU.~~~~

- i.iv. Where circumstances warrant, the Director of Human Resources may approve the attendance of 1 additional person at meetings with the City and labor negotiations.
- e) Use of release time:
  - i. It is recognized that performance of the employee's job duties come first. The use of release time shall be reasonable, and shall not unduly interfere with work load and job requirements as determined by the City.
  - ii. Association representatives shall notify their managers for release time at least 2 working days prior to the scheduled meetings, except in those cases involving an unforeseeable circumstance that requires immediate association representatives where advance notice cannot be given.
  - iii. Approval must be first obtained from the department director or designee, prior to association representatives leaving their assignment to attend the schedule meetings.
  - ii.iv. Should an employee desire to use personal time to conduct association business, the employee shall follow the City's Administrative Policy on leave request.
- f) Labor negotiation preparation:
  - iii.i. Members of the SEA negotiating team shall be released from work duties for up to a total of two (2) hours either prior to or after each meeting scheduled for the purpose of meeting and conferring on a new Memorandum of Understanding.
- b)g) All release time during regular work hours shall be reported on time card by using a specific pay code provided by the Department of Finance.
- h) Travel time is included within the reasonable release time.

## **21.8 Association/Management Problem Solving Committee**

The parties agree that regular meetings to explore mutual problems will be beneficial to the relationship between the City and the Association. To promote a problem-solving approach, the parties agree that decision making shall be by consensus. For these purposes, consensus means that no meeting participant objects to a decision or course of action under consideration by the group.

Consequently the parties agree to meet as needed to discuss any issue concerning the rights of either party or the relationship between the City and the Association or the City and employees the Association represents. The purpose of the meetings is to exchange information and to solve problems

The parties agree that such meetings shall not be negotiations and therefore the results of the meetings shall not be binding on the parties unless they develop and execute a document that memorializes their results.

Each of the parties will have three (3) representatives plus additional people as reasonably needed for a specific topic. Association representatives shall receive reasonable release time to participate in these meetings.

To promote the objectives of this process, the parties agree to focus on the problem under consideration and to attempt to develop a consensus solution for each problem discussed by the group. Further, to promote the objectives of this process, the parties agree to refrain from negatively characterizing the participation, ideas or approach of the other party to people outside the meeting.

The following basic concepts shall be adhered to:

- Each party will appointment a mutually agreed upon number of participants.
- Agendas will be jointly set and minutes kept.
- Effort will be made to include key policy decision makers.
- Committee may appoint sub-committees to study major issues and report back to the Problem Solving Committee with recommendations for resolution.
- A collective Problem Solving Committee proposal, when appropriate, will be submitted to each party's principals for consideration.

## **~~Article 22 — PAID TIME OFF~~**

~~SEA and the City agree to renew their negotiations for a paid time off benefit to replace paid vacation leave and paid sick leave during February, 2013. The Parties shall meet and confer to impasse on this issue as a stand-alone subject pursuant to State law and City policy governing mandatory bargaining subjects and impasse procedures. If the Parties reach agreement, they shall memorialize their agreement in a side letter, after approval by the SEA membership.~~

## **Article 22 PAYDAY**

Pursuant to the City's Compensation Policy, payday is normally on the Thursday following the end of the pay period, but may deviate because of a holiday in the pay period or due to an emergency. It is understood that at such time that the payday is changed City-wide, such change shall be applied to the Association with one month notice.

## **Article 23 HRIS/FINANCIAL SYSTEM**

The City contemplates implementing a new HRIS / Financial System during the term of this MOU. Accordingly, the parties agree to re-open MOU terms, as necessary, in order to implement any new system. The City agrees that the re-opener negotiations will not result in any material diminution in compensation.

## **Article 24 TERM LIMITED EMPLOYMENT**

- a) Term Limited appointments are designed for limited duration projects, and shall not be used to displace regular bargaining unit represented positions. There shall be no adverse effect on the bargaining units, as all bargaining unit members shall continue to receive full protections under existing MOUs. The intent behind Term Limited positions is to avoid layoffs – i.e., avoid hiring and then laying off employees retained to perform work of a limited duration. The assignment of regular employees to perform work related to the limited duration project with Term Limited employees used to provide backfill for the work of regular employees shall not be considered displacement of regular bargaining unit represented positions.
- b) Term Limited appointments are different from Grant Funded employment as described in Salary Resolution Article 7.170, in that Term Limited appointments shall be tied to a budget for a specific project or projects of limited anticipated duration.
- c) Term Limited appointments must be approved by the City Manager.
- d) Term Limited appointments are “at-will” and may be terminated at any time with or without cause. Further, the City has the authority to terminate employment at the completion of the specified term, or prior to the specified term due to lack of funding or other budgetary constraints, or lack of work.
- e) Term Limited appointments shall specify their duration, and shall not exceed two years, except under special circumstances approved by the City Manager, in which case the term may be extended by no more than 1 year. Such positions are not intended to replace regular, budgeted positions. Duration in position is counted from hire date and is not based on work hours.
- f) Term Limited positions shall be subject to membership in the applicable bargaining unit and shall receive the full benefits applicable to their bargaining unit, except as limited by their “at-will” status.
- g) Prospective employees shall be informed of the duration of the appointment in the job announcement and at the time of employment, and shall be advised of and acknowledge in writing the impact of the Term Limited status, including that the City has the authority to terminate employment at the completion of the term, or prior to the specified term due to lack of funding or other budgetary constraints, or lack of work. Prospective employees shall also be advised of and acknowledge in writing their status as at-will employees and the City’s ability to terminate their employment for any reason with or without cause.

h) At the request of any bargaining unit, the City will meet with bargaining unit representatives no less than twice a year to hear and resolve any concerns about the Term Limited program.

There shall be no more than twenty-seven (27) Term Limited employees in the SEA bargaining unit. However, a regular SEA employee in an out of class assignment (either within or outside of the bargaining unit) shall not count against the twenty-seven (27).

Any disputes regarding this provision before or during the term of the successor MOU shall be subject to mediation/arbitration before Norman Brand. After expiration of the MOU, these provisions shall be subject to the normal grievance procedures in the MOU.

This document sets forth the full agreement of the parties; anything that is not included in this writing is not part of the agreement.

**City of Sunnyvale**

**Sunnyvale Employees' Association**

---

Deanna J. Santana, City Manager

---

John Simontacchi, SEA President

---

Teri Silva, Director of Human Resources

---

Sharon Rogers, SEA Vice President

---

Pamela Dunn, SEA Secretary

---

Martin Schmidt, SEA Negotiations  
Team Member

---

Date

---

Date



## Exhibit A – Classifications Represented by the Sunnyvale Employees’ Association

Job Code	Classification	Pay Range
1000	Accountant	101
6800	Accounting Technician	646
1100	Administrative Aide	104
<u>1102</u>	<u>Administrative Aide – Employment Development</u>	<u>104</u>
<u>1150</u>	<u>Administrative Aide – Grant Compliance Coordinator</u>	<u>104</u>
1250	Administrative Analyst	630
2170	Animal Control Officer	106
6750	Assistant Buyer	145
5015	Assistant Golf Professional	665
1251	Assistant Planner	126
1200	Associate Planner	107
1205	Automotive Shop Attendant	669
4001	Building Inspector I	702
4000	Building Inspector II	111
2501	Business Liaison	124
2000	Buyer	112
2500	Career Advisor	124
1400	Civil Engineer	116
<u>6805</u>	<u>Collections Specialist</u>	<u>646</u>
2351	Community Services Coordinator I	164
2300	Community Services Coordinator II	628
2150	Community Services Officer	106
<u>5753</u>	<u>Cross Connection Control Specialist</u>	<u>186</u>
6675	Customer Service Representative	648
2460	Deputy City Clerk	637
2650	Ed. Information Systems Analyst	108
<u>2160</u>	<u>Emergency Management Coordinator</u>	<u>106</u>
1160	Employment Training Program Coordinator	611
2480	EMS Coordinator	674
1500	Engineering Assistant I	117
1410	Engineering Assistant II	660
4900	Environmental Chemist I	196
1351	Environmental Chemist II	100
1350	Environmental Compliance Inspector	135
1840	Environmental Engineering Coordinator	168
5050	Equipment Mechanic	128
7100	Equipment Mechanic-in-Training	129
5310	Facilities Technician I	680
5315	Facilities Technician II	681
5320	Facilities Technician III	682

<b>Job Code</b>	<b>Classification</b>	<b>Pay Range</b>
5300	Facility Attendant I	670
5301	Facility Attendant II	671
6830	Finance Analyst I	692
6840	Finance Analyst II	693
6875	Finance Technician	677
4460	Fire Prevention Specialist I	617
4461	Fire Prevention Specialist II	106
4480	Fire Protection Engineer	652
4475	Fire Protection Inspector	651
4490	Fleet Services Coordinator	700
5025	Golf Course Equipment Mechanic	645
5010	Golf Professional	664
2505	Graphic Artist	184
7300	Greenskeeper	134
7325	Groundsworker	626
4420	Hazardous Materials Coordinator	618
4450	Hazardous Materials Inspector	110
5100	Heavy Equipment Operator	130
<u>2430</u>	<u>Helpdesk Technician</u>	<u>708</u>
2925	Housing Programs Analyst	179
<u>2450-2950</u>	Housing Programs Technician	104
4400	Housing Rehabilitation Specialist	131
2450	I.T. Coordinator	123
4950	Laboratory/Field Technician	620
4960	Landfill Technician	672
5150	Lead Equipment Mechanic	136
1600	Librarian	139
2100	Library Assistant	140
5250	Mail Clerk	690
5860	Maintenance Worker I	699
5850	Maintenance Worker II	698
6150	Meter Reader	147
2349	Neighborhood Preservation Specialist	118
4825	Network Engineer	642
<u>2420</u>	<u>Network Technician</u>	<u>687</u>
<u>5870</u>	<u>Quality Assurance Officer</u>	<u>707</u>
6200	Office Assistant	149
6250	Office Clerk	150
5350	Parks Leader	153
7600	Parks Worker I	198
7650	Parks Worker II	600
7675	Parks Worker III	614
4080	Permit Center Coordinator	655

Job Code	Classification	Pay Range
2110	Permit Clerk I	180
2112	Permit Clerk II	172
2115	Permit Technician	639
<u>2440</u>	<u>Personal Computer Technician</u>	<u>708</u>
4875	Plan Check Engineer	627
4855	Plan Checker I	662
4805	Plan Checker II	656
7500	Press Operator	155
1020	Principal Accountant	616
2050	Principal Buyer	683
<u>5730</u>	<u>Principal Design And Construction Operator</u>	<u>710</u>
6300	Principal Office Assistant	156
<u>2204</u>	<u>Principal Network Engineer</u>	<u>632</u>
1700	Principal Planner	157
2202	Principal Programmer Analyst	632
6701	Principal Storekeeper	668
<u>1885</u>	<u>Principal Transportation Engineer/Planner</u>	<u>709</u>
<u>5752</u>	<u>Principal Water Pollution Control Operator</u>	<u>710</u>
1255	Program Coordinator	638
2200	Programmer Analyst	103
7400	Public Safety Maintenance Worker	144
6351	Public Safety Property Clerk I	615
6350	Public Safety Property Clerk II	159
1130	Public Safety Records Coordinator	621
6052	Public Safety Records Senior Specialist	635
6050	Public Safety Records Specialist I	633
6051	Public Safety Records Specialist II	634
2180	Public Safety Specialist	106
4650	Public Works Construction Inspector	160
5510	Public Works Crew Leader	161
5640	Public Works Supervisor	191
5431	Recycled Water Coordinator	663
1010	Senior Accountant	641
6850	Senior Accounting Technician	647
4700	Senior Building Inspector	167
5651	Senior Building Services Leader	604
1140	Senior Buyer	624
2145	Senior Community Services Officer	151
1850	Senior Construction Inspector/Coordinator	174
4150	Senior Crime Analyst	653
1300	Senior Environmental Chemist	114
1349	Senior Environmental Compliance Inspector	146
7301	Senior Greenskeeper	609

Job Code	Classification	Pay Range
4325	Senior Housing Rehabilitation Specialist	601
2400	Senior Library Assistant	170
5710	Senior Maintenance Worker	177
6450	Senior Meter Reader	171
2345	Senior Neighborhood Preservation Specialist	148
6500	Senior Office Assistant	172
5600	Senior Park Utility Worker	173
7320	Senior Parks Leader	613
4090	Senior Plan Check Engineer	691
1260	Senior Planner	654
2201	Senior Programmer Analyst	631
<del>6600</del>	<del>Senior Storekeeper</del>	<del>176</del>
1860	Senior Traffic Engineer	181
1865	Senior Transportation Engineer	610
1875	Senior Transportation Planner	657
5930	Senior Wastewater Collections Worker	177
5820	Senior Water Distribution Worker	696
<del>5750</del> <u>5751</u>	Senior Water Pollution Control Operator	<del>178</del> <u>679</u>
2504	Senior Workforce Services Representative	666
5425	Senior WPC Plant Mechanic	185
1345	Solid Waste Contract Administrator	115
4800	Solid Waste Specialist	169
6650	Staff Office Assistant	180
6700	Storekeeper I	182
6600	Storekeeper II	176
6710	Storekeeper/Buyer	112
5200	Street Lighting Technician	142
2120	Technical Support Specialist	649
1950	Traffic Engineer	188
4200	Traffic Engineering Technician I	127
4201	Traffic Engineering Technician II	607
1955	Transportation Engineer	612
1861	Transportation Planner	183
7800	Utility Worker	192
5920	Wastewater Collections Crew Leader	161
5910	Wastewater Collections Supervisor	191
5430	Water Conservation Coordinator	650
5810	Water Distribution Crew Leader	695
5800	Water Distribution Supervisor	694
5830	Water Distribution Worker	697
5880	Water Meter Repair Worker	195
5901	Water Pollution Control Operator I	197
5900	Water Pollution Control Operator II	202

<b>Job Code</b>	<b>Classification</b>	<b>Pay Range</b>
7900	Water Pollution Control Operator-in-Training	199
<u>5399</u>	<u>Water Pollution Control Plant Mechanic-in-Training</u>	<u>713</u>
5400	<u>Water Pollution Control</u> <del>WPC</del> Plant Mechanic	154
<u>5435</u>	<u>Water Pollution Control Plant Systems Integrator</u>	<u>711</u>
4100	Water System Operator	186
2540	Web Specialist	706
2550	Workforce Development Analyst	661
2503	Workforce Services Representative	667

## Exhibit B – Clarification of Overtime, Holiday, and Alternate Work Schedule Provision Contained in this Agreement

### CLARIFICATION OF OVERTIME PROVISION

Included in this Agreement and Referenced Below

and

AMENDING RELATED ADMINISTRATIVE POLICY

and

ALL SPECIAL-ALTERNATE WORK SCHEDULES

(with and without written agreements)

Effective February 12, 1995

Reaffirmed July 1, 1996

Reaffirmed July 1, 1999

Reaffirmed July 1, 2004

Reaffirmed July 1, 2015

~~Chapter B – Wages, Article B.3 – Overtime, Section B.3.5 states:~~

~~———— All paid time shall count as time worked when determining overtime.~~

~~This language (current MOU Section B.3.5) was originally included in the 1993 SEA MOU with the intent that paid leave hours for any portion of any given day plus the hours worked on that same day, would be added together to determine overtime for that day only to the extent that the sum of the leave and work hours exceeded the normally scheduled work hours.~~

~~In other words, the inclusion of this language was intended to modify and clarify certain sections of the Article (current MOU Sections B.3.2.a, B.3.2.b, B.3.2.c) in calculating overtime earned on a daily basis (in which some work was performed) only.~~

~~The intent of adding the language (current MOU Section B.3.5) to the SEA MOU was simply to have the MOU language reflect the actual past practice within the City. Example A (attached) illustrates this past practice. Note also that Example A applies to all employees regardless of the type of schedule assigned (i.e., whether or not working a standard, special or shift schedule), the principles indicated would apply.~~

~~The language (current MOU Section B.3.5), was **not intended**:~~

- ~~1. to provide any new and/or additional overtime pay beyond that received by employees at the time that this provision was added to the MOU;~~
- ~~2. to cause any paid City designated holidays which occur on non-scheduled work days to be counted as hours worked for the determination of overtime for that week (see Example B attached);~~

- ~~3. to count any full day of paid leave time in and of itself (vacation, compensatory time, floating holiday, City designated holiday, disability leave, etc.) toward the calculation of overtime on a weekly basis (see Example C attached);~~
- ~~4. to override the section (current MOU Section B.3.2.3) which deals with the basis for calculating overtime on a weekly basis, i.e., "all hours worked in excess of forty (40) hours worked in a workweek" (see Example D attached);~~
- ~~5. to change the method of payment stipulated in the Section (current MOU Section B.3.4) when an employee works on a scheduled holiday or to create an inequity such that employees who work on a City designated holiday and are paid in accordance with Section B.3.4 receive the same pay as employees who are not scheduled to work and do not work on a City designated holiday. Note: Section B.3.4 states, "An employee who works on a holiday shall be compensated at the overtime rate for all hours worked on the holiday in addition to eight (8) hours holiday pay (see Example E attached); and~~
- ~~6. to cause the City to incur any additional overtime costs in relation to employees working special schedules or shift schedules above those which would be incurred by employees working on a standard Monday through Friday, 5 day/week, 8 hour/day schedule (see Example F attached).~~

~~We agree that the above statements and the attached examples illustrating each statement represent our understanding of the intent of Chapter B – Wages, Article B2 – Overtime, Section B2.10 of the August 1993 to June 1996 Memorandum of Understanding between the City of Sunnyvale and the Sunnyvale Employees Association. We further agree that the Examples attached describe the appropriate methods for employees to record work, leave and overtime in each of the options illustrated. Effective with the 2012-2015 MOU, employees are no longer eligible for overtime on a daily basis. Employees continue to be eligible for overtime on a weekly basis in accordance with the Fair Labor Standards Act (FLSA) requirements.~~

~~This exhibit is intended to clarify and reflect current practices of certain MOU articles related to overtime, holiday, and/or alternate work schedules. Examples are provided in this exhibit describing the appropriate methods for employees to record work, leave and overtime in each of the options illustrated.~~

Article 16.4(a):

Overtime shall be defined as all paid hours in excess of forty (40) hours worked in a workweek. (Example A)

An employee who works on a holiday shall be compensated at the overtime rate for all hours worked on the holiday in addition to eight (8) hours holiday pay. (Example B)

All paid time shall count as time worked when determining overtime. (Example A)

Article 18.2:

Holiday leave is taken in full day (8 hour) increments. A maximum of 8 hours of holiday leave shall be recorded for any single work day. (Example C)

Article 18.2(b):

When a holiday falls on a day when an employee working an alternate schedule would normally work more than eight hours a day, that employee shall have the option, subject to approval of the employee's supervisor, of making up the difference between the eight-hour holiday and his or her normal workday by working the additional time during the same workweek during which the holiday falls. A supervisor's denial of this option must be based upon operational need. Employees who do not take this option will be required to use accrued/banked paid leave to make up for the additional time-off on the holiday. (Example C)

In the event that a City-observed holiday falls on an employee's non-scheduled workday, the holiday hours that the employee would otherwise receive will be automatically credited to that employee's floating holiday leave bank, unless the employee takes another day off that workweek subject to supervisor approval or receives holiday pay. (Example D)

Any paid City holidays, which occur on employee's non-scheduled workday, shall not be counted as hours worked for determination of overtime for that workweek. (Example D)

When an employee takes an entire workweek off for any reason and the holiday occurs on the employee's non-scheduled workday, it shall not generate any overtime pay or more than 40 regular hours of pay for the workweek under any circumstances. The employee is required to record 8 hours of holiday leave on the time card for each of the holidays occurring within that workweek, and reduce the corresponding number of hours from other paid leave. (Example E)

**Special Issues for Employees working Special Schedules and/or Shift Schedules**

The options available to employees working special schedules, i.e., not working a standard schedule of 5 days per week, 8 hours per day, whether or not a special schedule agreement is on file, and for employees working a standard shift schedule in which the employee is scheduled to work 8 hours per day, 5 days per week but the work is not necessarily scheduled Monday through Friday would follow the same patterns illustrated in examples A through E below.

In addition, the following is required:



1. A minimum of 40 hours of regular time (work and/or leave time) must be recorded each and every workweek.
2. Each employee must maintain his/her regularly scheduled work hours for each day whether worked or not so that the time card shows the number of hours that the employee is normally scheduled to work, e.g., 8, 9 and split 8, 9 or 10 hours.
3. When charging holiday time occurring on a scheduled work day which is not worked, the 9 or 10 hour per day employee must record 8 hours of holiday leave plus 1 or 2 hours, respectively, of another leave for each holiday to meet the daily hours requirement in #2 above.
4. Holiday leave is taken in full day (8 hour) increments; a maximum 8 hours of holiday leave may be recorded for any single work day. The maximum total of holiday hours recorded in a workweek may not exceed the number of holiday hours actually occurring in that week or in the prior week.

Except that in any workweek in which a Water Pollution Control Operator or Senior Water Pollution Control Operator performs a relief coverage assignment, he/she may, with the approval of the supervisor, work (and record) varying hours on different work days for that week. Despite this possibility, these employees are required to maintain the minimum of 40 hours of regular time in each workweek (#1 above) and may not charge more than 8 hours of holiday time in any single workday.

- Example A**
- Overtime shall be defined as all paid hours in excess of forty (40) hours worked in a workweek. (Article 16.4(a))
  - All paid time shall count as time worked when determining overtime. (Article 16.4(a))

Work schedule: Monday to Friday, 8 hours per day

In this example, employee takes a day of paid leave on Tuesday. On Friday, employee works 1 hour in addition to the regular 8-hour schedule. Employee will receive 1 hour overtime in the workweek.

	<u>Sun</u>	<u>Mon</u>	<u>Tue</u>	<u>Wed</u>	<u>Thu</u>	<u>Fri</u>	<u>Sat</u>
<u>Regular hours</u>		<u>8</u>		<u>8</u>	<u>8</u>	<u>8</u>	
<u>Paid leave hours</u>			<u>8</u>				
<u>OT hours</u>						<u>1</u>	

\* Note: If a leave occurs during an employee's regular workweek and the employee is required by management to work on a non-scheduled workday in that workweek, the hours worked on the non-scheduled workday would be paid at the overtime rate.

- Example B** • An employee who works on a holiday shall be compensated at the overtime rate for all hours worked on the holiday in addition to eight (8) hours holiday pay. (Article 16.4(a))

Illustration 1 – Regular work schedule

Work schedule: Monday to Friday, 8 hours per day

Holiday: Friday

In this example, employee works 5 hours on a holiday. Employee will receive 5 hours overtime in addition to 8 hours holiday.

	<u>Sun</u>	<u>Mon</u>	<u>Tue</u>	<u>Wed</u>	<u>Thu</u>	<u>Holiday Fri</u>	<u>Sat</u>
<u>Regular hours</u>		<u>8</u>	<u>8</u>	<u>8</u>	<u>8</u>		
<u>Holiday hours</u>						<u>8</u>	
<u>OT hours</u>						<u>5</u>	

Illustration 2 – Alternate 9/80 work schedule

Work schedule: 9/80, Black Friday

Holiday: Friday

In this example, employee works 5 hours on a holiday. Employee will receive a total of 5 hours overtime in addition to 8 hours holiday, in 2 workweeks.

\* Hours may split into the next workweek per split time on timecard.

<u>Week 1</u>	<u>Sun</u>	<u>Mon</u>	<u>Tue</u>	<u>Wed</u>	<u>Thu</u>	<u>Holiday &amp; Black Fri</u>	<u>Sat</u>
<u>Regular hours</u>		<u>9</u>	<u>9</u>	<u>9</u>	<u>9</u>		
<u>Holiday hours</u>						<u>8 *</u>	
<u>OT hours</u>						<u>5 *</u>	

<u>Week 2</u>	<u>Sun</u>	<u>Mon</u>	<u>Tue</u>	<u>Wed</u>	<u>Thu</u>	<u>Fri</u>	<u>Sat</u>
<u>Regular hours</u>		<u>9</u>	<u>9</u>	<u>9</u>	<u>9</u>	<u>8</u>	
<u>Holiday hours</u>							
<u>OT hours</u>							

### Illustration 3 – Alternate 4/10 work schedule

Work schedule: Tuesday to Friday, 10 hours per day

Holiday: Friday

In this example, employee works 5 hours on a holiday. Employee will receive 5 hours overtime in addition to 8 hours holiday. Employee is also required to use 2 hours paid leave on the holiday in order to maintain his/her regularly scheduled work hours for that day.

\* Note: In lieu of using 2 hours paid leave on the holiday, employee may, with approval from manager, works additional 2 regular hours in the same workweek. See details in Example C, Option 1.

	<u>Sun</u>	<u>Mon</u>	<u>Tue</u>	<u>Wed</u>	<u>Thu</u>	<u>Holiday</u> <u>Fri</u>	<u>Sat</u>
<u>Regular hours</u>			<u>10</u>	<u>10</u>	<u>10</u>		
<u>Paid leave hours</u>						<u>2 *</u>	
<u>Holiday hours</u>						<u>8</u>	
<u>OT hours</u>						<u>5</u>	



- Example C**
- Holiday leave is taken in full day (8 hour) increments. A maximum of 8 hours of holiday leave shall be recorded for any single work day. (Article 18.2)
  - Holiday falls on a regular workday of an alternate work schedule. (Article 18.2(b)) – See MOU article details below.

MOU article details:

When a holiday falls on a day when an employee working an alternate schedule would normally work more than eight hours a day, that employee shall have the option, subject to approval of the employee's supervisor, of making up the difference between the eight-hour holiday and his or her normal workday by working the additional time during the same workweek during which the holiday falls. A supervisor's denial of this option must be based upon operational need. Employees who do not take this option will be required to use accrued/banked paid leave to make up for the additional time-off on the holiday. (Article 18.2)

Option 1 – Employee makes up the difference by working additional time

This option requires pre-planning and pre-approval by supervisor.

Work schedule: 9/80, Black Friday

Holiday: Monday

In this example, employee works an additional 1 hour on Tuesday to make up for the 1 hour difference on the Monday holiday. The difference is between the 8 hours holiday and the regularly scheduled work hours for that day.

	<u>Sun</u>	<u>Holiday Mon</u>	<u>Tue</u>	<u>Wed</u>	<u>Thu</u>	<u>Black Fri</u>	<u>Sat</u>
<u>Regular hours</u>			<u>10</u>	<u>9</u>	<u>9</u>		
<u>Paid leave hours</u>							
<u>Holiday hours</u>		<u>8</u>					

Option 2 – Employee makes up the difference by using other paid leave hours

Work schedule: 9/80, Black Friday

Holiday: Monday

In this example, employee is required to use 1 hour paid leave on the holiday in order to maintain his/her regularly scheduled work hours for that day.

	<u>Sun</u>	<u>Holiday</u> <u>Mon</u>	<u>Tue</u>	<u>Wed</u>	<u>Thu</u>	<u>Black</u> <u>Fri</u>	<u>Sat</u>
<u>Regular hours</u>			<u>9</u>	<u>9</u>	<u>9</u>		
<u>Paid leave hours</u>		<u>1</u>					
<u>Holiday hours</u>		<u>8</u>					

**Example D** • Holiday falls on a non-scheduled workday. (Article 18.2(b)) – See MOU article details below.

MOU article details:

In the event that a City-observed holiday falls on an employee's non-scheduled workday, the holiday hours that the employee would otherwise receive will be automatically credited to that employee's floating holiday leave bank, unless the employee takes another day off that workweek subject to supervisor approval or receives holiday pay. (Article 18.2(b))

Any paid City holidays, which occur on employee's non-scheduled workday, shall not be counted as hours worked for determination of overtime for that workweek. (Article 18.2(b))

Option 1 – Exchange the holiday to another work day within the same workweek

This option requires pre-planning and pre-approval by supervisor.

Work schedule: 9/80, Black Friday

Holiday: \_\_\_\_\_ Friday

In this example, employee exchanges the holiday to Thursday and employee is required to use 1 hour paid leave on the holiday in order to maintain his/her regularly scheduled work hours for the day.

<b><u>Week 1</u></b>	<u>Sun</u>	<u>Mon</u>	<u>Tue</u>	<u>Wed</u>	<u>Thu</u>	<u>Fri</u>	<u>Sat</u>
<u>Regular hours</u>		<u>9</u>	<u>9</u>	<u>9</u>	<u>9</u>	<u>8</u>	
<u>Paid leave hours</u>							
<u>Holiday hours</u>							

<b><u>Week 2</u></b>	<u>Sun</u>	<u>Mon</u>	<u>Tue</u>	<u>Wed</u>	<u>Thu</u>	<u>Holiday &amp; Black Fri</u>	<u>Sat</u>
<u>Regular hours</u>		<u>9</u>	<u>9</u>	<u>9</u>			
<u>Paid leave hours</u>					<u>1</u>		
<u>Holiday hours</u>					<u>8</u>		
<u>OT hours</u>				<u>2*</u>			

\* On Wednesday of week 2, employee works 2 hours in addition to the regular 9-hour schedule. Despite the MOU language stating that paid City holidays, which occur on employee's non-scheduled workday, shall not be counted as hours worked for



determination of overtime for that workweek. Employee will receive 2 hours overtime in this situation because the holiday is exchanged to a regularly scheduled workday.

Option 2 – Receive additional 8 hours pay for the holiday

This option shall not generate overtime.

Work schedule: Tuesday to Saturday, 8 hours per day

Holiday: Monday

In this example, employee receives the holiday as additional pay, which total to 48 regular hours in the workweek without generating overtime.

	<u>Sun</u>	<u>Holiday Mon</u>	<u>Tue</u>	<u>Wed</u>	<u>Thu</u>	<u>Fri</u>	<u>Sat</u>
<u>Regular hours</u>			<u>8</u>	<u>8</u>	<u>8</u>	<u>8</u>	<u>8</u>
<u>Paid leave hours</u>							
<u>Holiday hours</u>		<u>8</u>					

\* Note: If paid holidays (as above) which are not worked were counted for the calculation of overtime, then the employee who works the holiday (as in Example B) and the employee who did not work the holiday because it occurred on a non-scheduled work day would receive the same pay. This is an inequity in pay which was never intended.

Option 3 – Take the holiday leave as floating holiday credit

Work schedule: Tuesday to Saturday, 8 hours per day

Holiday: Monday

In this example, employee will not record holiday used and will receive a credit of 8 hours floating holiday automatically within two pay periods after the City observed holiday.

	<u>Sun</u>	<u>Holiday Mon</u>	<u>Tue</u>	<u>Wed</u>	<u>Thu</u>	<u>Fri</u>	<u>Sat</u>
<u>Regular hours</u>			<u>8</u>	<u>8</u>	<u>8</u>	<u>8</u>	<u>8</u>
<u>Holiday hours</u>							

- Example E** • Holiday falls on a non-scheduled workday with the entire workweek off. (Article 18.2(b)) – See MOU article details below.

MOU article details:

When an employee takes an entire workweek off for any reason and the holiday occurs on the employee's non-scheduled workday, it shall not generate any overtime pay or more than 40 regular hours of pay for the workweek under any circumstances. Employee is required to record 8 hours of holiday leave on the time card for each of the holidays occurring within that workweek, and reduce the corresponding number of hours from other paid leave. (Article 18.2(b)).

Illustration 1 – ~~Regular~~ Shift work schedule

Work schedule: Tuesday to Saturday, 8 hours per day

Holiday: Monday

In this example, employee takes the entire workweek off with paid leave. The holiday falls on Monday, a non-scheduled workday. Employee is required to exchange the holiday to one of the paid leave days from Tuesday to Saturday.

	<u>Sun</u>	<u>Holiday Mon</u>	<u>Tue</u>	<u>Wed</u>	<u>Thu</u>	<u>Fri</u>	<u>Sat</u>
<u>Regular hours</u>							
<u>Paid leave hours</u>				<u>8</u>	<u>8</u>	<u>8</u>	<u>8</u>
<u>Holiday hours</u>		<u>8</u>					

Illustration 2 – Alternate 9/80 work schedule

Work schedule: 9/80, Black Friday

Holiday: Friday

In this example, employee takes the entire workweek off with paid leave. The holiday falls on black Friday, non-scheduled workday. Employee is required to exchange the holiday to one of the paid leave days from Monday to Thursday, and use 1 hour paid leave on the holiday in order to maintain his/her regularly scheduled work hours for that day.

	<u>Sun</u>	<u>Mon</u>	<u>Tue</u>	<u>Wed</u>	<u>Thu</u>	<u>Holiday &amp; Black Fri</u>	<u>Sat</u>
<u>Regular hours</u>							
<u>Paid leave hours</u>		<u>9</u>	<u>9</u>	<u>9</u>	<u>1</u>		
<u>Holiday hours</u>					<u>8</u>		

~~EXAMPLE A: SHOWING HOW A PARTIAL DAY'S LEAVE WHEN COMBINED WITH WORK TIME CAN GENERATE OVERTIME ON A DAILY BASIS~~

Employee works Monday through Friday (or any five days within the work week) 8 hours per day; work day starts at 8 a.m. and ends at 5 p.m.

On Monday, the employee's activity for the day is as follows:

<del>8:00 a.m. – 10:00 a.m.</del>	<del>Works</del>
<del>10:01 a.m. – noon</del>	<del></del>
<del>12:01 p.m. – 12:30 p.m.</del>	<del>Medical appointment</del>
<del>12:31 p.m. – 1:30 p.m.</del>	<del>Works</del>
<del>1:31 p.m.</del>	<del>Lunch</del>
<del>1:31 p.m. – 8:00 p.m.</del>	<del>Returns to work and supervisor indicates overtime needed to complete critical work; normal end of day is 5 p.m.</del>
	<del>Employee works three hours beyond the end of normal work schedule this day.</del>

~~FOR THIS DAY:~~

~~TOTAL WORK HOURS = 9~~ ~~TOTAL LEAVE HOURS = 2~~

Based on work hours alone, the employee would be entitled to 1 hour of overtime; however, based on past practice, the employee actually may record time on the time card and receive pay as follows:

~~6 HOURS REGULAR WORK TIME plus 2 HOURS LEAVE TIME plus 3 HOURS OVERTIME~~

For employees scheduled to work 9 or 10 hour days the overtime would apply for any day in which the combined total of paid leave plus work hours exceeded the 9 or 10 hours normally scheduled for the day.

EXAMPLE B: ~~SHOWING THAT A DESIGNATED CITY HOLIDAY OCCURRING ON A NON-SCHEDULED, NON-WORKED DAY DOES NOT GENERATE OVERTIME AND EXPLAINING EMPLOYEE OPTIONS AVAILABLE IN THIS SITUATION~~

~~Employee is scheduled to work and works Tuesday through Saturday, 8 hours per day and the holiday occurs on a Monday which the employee does not work. This situation, in and of itself, would not generate overtime for the week. The options available to the employee would be:~~

~~Note: This first option would require pre-planning and the pre-approval of the supervisor, as for vacation leave:~~

~~Exchange one of the work days for the scheduled holiday within the work week in which the holiday occurs or within the work week immediately following the work week in which the holiday occurs, except that the Christmas and New Year's holidays may not be exchanged for another day off since the payroll calendar year split occurs at this time of the year. The exchange would be shown as follows on the time card for the week in which the holiday was taken:~~

<del>For 8 hr/day employee:</del>	<del>For 10 hr/day employee:</del>
<del>_____ 8 hours holiday time _____</del>	<del>_____ 8 hours holiday time _____</del>
<del>_____ <u>32 hours regular work time</u> _____</del>	<del>_____ 2 hours leave time _____</del>
<del>TTL: _____ 40 hours at regular rate _____</del>	<del>_____ <u>30 hours regular work time</u> _____</del>
	<del>_____ TTL: _____</del>
	<del>_____ 40 hours at regular rate _____</del>

~~For Black Friday or Black Monday employees, assuming the holiday is exchanged for a 9 hour work day:~~

<del>_____ 8 hours holiday time _____</del>
<del>_____ 1 hour leave time _____</del>
<del>_____ <u>31 hours regular work time</u> _____</del>
<del>TTL: _____ 40 hours at regular rate _____</del>

~~If holiday is exchanged for the split Friday/Monday (an 8 hour day), 4 hours of holiday time would be recorded on two consecutive time cards such that each week would show:~~

<del>_____ 4 hours holiday time _____</del>
<del>_____ <u>36 hours regular work time</u> _____</del>
<del>TTL: _____ 40 hours at regular rate _____</del>

EXAMPLE B (continued)

Record and receive pay for a total of 48 regular hours as follows for the week in which the holiday occurs:

For all schedules: ~~8 hours holiday time~~

~~\_\_\_\_\_~~ 40 hours regular work time

~~\_\_\_\_\_~~ TTL:

~~\_\_\_\_\_~~ 48 hours at regular rate

Take the holiday leave as a vacation credit:

~~If neither of the above options have been exercised, within two pay periods after the City designated holiday, Payroll will automatically debit 8 hours of holiday leave, as though used by the employee, and credit 8 hours to that employee's vacation bank.~~

For all schedules: ~~TTL: \_\_\_\_\_~~ 40 hours regular work time would be recorded

EXAMPLE C: ~~SHOWING THAT A DESIGNATED CITY HOLIDAY OCCURRING ON A NON-SCHEDULED, NON-WORKED DAY IN A WORK WEEK IN WHICH THE EMPLOYEE ALSO TAKES A FULL DAY OF PAID LEAVE TIME, DOES NOT GENERATE OVERTIME AND EXPLAINING EMPLOYEE OPTIONS AVAILABLE IN THIS SITUATION.~~

~~Employee is scheduled to work Tuesday through Saturday, 8 hours per day. The employee takes a paid leave day on Tuesday and the holiday occurs on a Monday which the employee does not work. This situation would not, in and of itself, generate overtime for the work week. The options available to the employee would be:~~

~~Exchange the paid leave day for the scheduled holiday within the work week in which the holiday occurs except that the Christmas and New Year's holidays may not be exchanged for another day off since the payroll calendar year split occurs at this time of the year. The exchange would be shown as follows on the time card for the week in which the holiday was exchanged for the paid leave day:~~

~~For 8 hr/day employee: For 10 hr/day employee:~~

~~8 hours holiday time~~

~~8 hours holiday time~~

~~32 hours regular work time~~

~~2 hours leave time~~

~~TTL: 40 hours at regular rate~~

~~30 hours regular work time~~

~~TTL:~~

~~40 hours at regular rate~~

~~For Black Friday or Black Monday employees assuming the holiday is exchanged for a 9 hour day:~~

~~8 hours holiday time~~

~~1 hour leave time~~

~~31 hours regular work time~~

~~TTL: 40 hours at regular rate~~

~~If holiday is exchanged for the split Friday/Monday (an 8 hour day), 4 hours of holiday time would be recorded on two consecutive time cards such that each week would show:~~

~~4 hours holiday time~~

~~36 hours regular work time~~

~~TTL: 40 hours at regular rate~~

EXAMPLE C (continued)

Record and receive pay for a total of 48 regular hours for the week in which the holiday and leave time occurs:

For 8 hr/day employee: \_\_\_\_\_ For 10 hr/day employee: \_\_\_\_\_

\_\_\_\_\_ 8 hours holiday time \_\_\_\_\_ 8 hours holiday time

\_\_\_\_\_ 8 hours leave time \_\_\_\_\_ 10 hours leave time

\_\_\_\_\_ 32 hours regular work time \_\_\_\_\_

\_\_\_\_\_ 30 hours regular work time \_\_\_\_\_

TTL: \_\_\_\_\_ 48 hours at regular rate \_\_\_\_\_ TTL: \_\_\_\_\_

\_\_\_\_\_ 48 hours at regular rate \_\_\_\_\_

\_\_\_\_\_ For Black Friday or Black Monday employees: \_\_\_\_\_

\_\_\_\_\_ 8 hours holiday time \_\_\_\_\_

\_\_\_\_\_ 9 hours leave time \_\_\_\_\_

\_\_\_\_\_ 31 hours regular work time \_\_\_\_\_

TTL: \_\_\_\_\_ 48 hours at regular rate \_\_\_\_\_

Take the holiday leave as a vacation credit:

If neither of the above options have been exercised within two pay periods after the City designated holiday, Payroll will automatically debit 8 hours of holiday leave, as though used by the employee, and credit 8 hours to that employee's vacation bank.

\_\_\_\_\_ For all schedules: \_\_\_\_\_ TTL: \_\_\_\_\_

\_\_\_\_\_ 40 hours regular [work + other (non holiday) leave] \_\_\_\_\_

\_\_\_\_\_ would be recorded \_\_\_\_\_

NOTE: \_\_\_\_\_ If a leave occurs during an employee's regular work week and the employee is required by management to work on a non-scheduled work day in that work week, the hours worked on the non-scheduled work day would be paid at the overtime rate.

EXAMPLE D: ~~SHOWING THAT IN DETERMINING OVERTIME ON A WEEKLY BASIS ONLY HOURS "WORKED IN EXCESS OF FORTY" ARE CONSIDERED.~~

~~The employee takes paid leave for the entire scheduled week and the holiday occurs on a non-scheduled work day. This situation would not, under any circumstances, generate any overtime pay or more than 40 regular hours of pay for this work week.~~

~~In this situation, whenever an employee takes an entire work week off for any reason, that employee is required to exchange 8 hours of holiday leave for each of the holidays occurring within that work week (instead of the other leave). Employees on other than 8 hour day schedules will supplement the 8 hours of holiday leave with the alternative leave to show the normally scheduled hours for each day.~~

~~In essence, in this situation the employee exchanges the paid leave days off for the holiday regardless of the type of paid leave taken and will never receive more than 40 regular hours of pay for the week.~~



EXAMPLE E: ~~SHOWING HOW AN EMPLOYEE WHO WORKS ON A SCHEDULED HOLIDAY IS TO BE PAID IN ACCORDANCE WITH ARTICLE B.3 – Overtime, Section B.3.4:~~

~~An employee who works on a holiday shall be compensated at the overtime rate for all hours worked on the holiday in addition to eight (8) hours holiday pay.~~

~~Employee is scheduled to work and works Tuesday through Saturday, 8 hours per day; the holiday occurs on a Friday and the employee works on the holiday. This situation, in and of itself, **does** guarantee overtime for the week.~~

~~Time should be recorded as follows:~~

<del>Tuesday through Thursday</del>	<del>24 hours regular work time</del>
<del>Friday</del>	<del>8 hours of overtime worked, plus</del>
	<del>8 hours of holiday time</del>
<del>Saturday</del>	<del>8 hours regular work time</del>
<del>TTL FOR WEEK:</del>	<del>32 HOURS REGULAR WORK TIME</del>
	<del>8 HOURS HOLIDAY TIME</del>
	<del>8 HOURS OVERTIME</del>

~~If a Black Friday or Black Monday employee works the holiday and the holiday is a 9 hour day, he/she receives:~~

<del>8 hours holiday</del>
<del>1 hour of leave</del>
<del>9 hours of overtime</del>
<del>31 hours regular work time</del>
<del>TTL FOR WEEK:</del>
<del>32 HOURS REGULAR (WORK AND LEAVE) TIME</del>
<del>8 HOURS HOLIDAY TIME</del>
<del>9 HOURS OVERTIME</del>

~~If a Black Friday or Black Monday employee works the holiday and the holiday is the split Friday or Monday day he/she receives for each of the two consecutive work weeks in which the holiday time occurs:~~

~~4 hours holiday~~

~~4 hours of overtime~~

~~36 hours regular work time~~

~~TTL FOR WEEK:~~

~~36 HOURS REGUALR WORK TIME~~

~~4 HOURS HOLIDAY TIME~~

~~4 HOURS OVERTIME~~

~~If a 10 hour per day employee works the holiday, he/she receives:~~

~~8 hours of holiday~~

~~2 hours of leave~~

~~10 hours of overtime~~

~~30 hours of regular work time~~

~~TTL FOR WEEK:~~

~~32 HOURS REGULAR (WORK AND LEAVE) TIME~~

~~8 HOURS HOLIDAY TIME~~

~~10 HOURS OVERTIME~~

~~NOTE: If paid holidays which are not worked were counted for the calculation of overtime, then the employee who works the holiday (as above) and the employee who did not work the holiday because it occurred on a non-scheduled work day would receive the same pay. This is an inequity in pay which was never intended.~~

EXAMPLE F: ~~SPECIAL ISSUES FOR EMPLOYEES WORKING SPECIAL SCHEDULES AND/OR SHIFT SCHEDULES~~

~~The options available to employees working special schedules, i.e., not working a standard schedule of 5 days/week, 8 hours/day, whether or not a special schedule agreement is on file, and for employees working a standard shift schedule in which the employee is scheduled to work 8 hours/day, 5 days/week but the work is not necessarily scheduled Monday through Friday would follow the same patterns illustrated in examples B through E above.~~

~~In addition the following is required:~~

~~A minimum of 40 hours of regular time (work and/or leave time) must be recorded each and every week.~~

~~Each employee must maintain his/her regularly scheduled work hours for each day whether worked or not so that the time card shows the number of hours that the employee is normally scheduled to work, e.g., 8, 9 and split 8, 9 or 10 hours.~~

~~When charging holiday time occurring on a scheduled work day which is not worked, the 9 or 10 hour per day employee must record 8 hours of holiday leave plus 1 or 2 hours, respectively, of another leave for each holiday to meet the daily hours requirement in #2 above.~~

~~Holiday leave is taken in full day (8 hour) increments; a maximum 8 hours of holiday leave may be recorded for any single work day. The maximum total of holiday hours recorded in a work week may not exceed the number of holiday hours actually occurring in that week or in the prior week.~~

~~Except that in any work week in which a Water Pollution Control Operator or Senior Water Pollution Control Operator performs a relief coverage assignment, he/she may, with the approval of the supervisor, work (and record) varying hours on different work days for that week. Despite this possibility, these employees are required to maintain the minimum of 40 hours of regular time in each work week (#1 above) and may not charge more than 8 hours of holiday time in any single work day.~~



## Exhibit C - Classifications Eligible for Flextime

<u>Job Code</u>	<u>Classification</u>
<u>1000</u>	Accountant
<u>1250</u>	Administrative Analyst
<u>1400</u>	Civil Engineer
<u>2300</u>	Community Services Coordinator II
<u>2460</u>	Deputy City Clerk
<u>2480</u>	Emergency Medical Services Coordinator
<del>Employment Development Information Systems Analyst</del>	
<u>1160</u>	Employment Training <u>Program</u> Coordinator
<u>1351</u>	Environmental Chemist II
<u>1840</u>	Environmental Engineering Coordinator
<u>6840</u>	Finance Analyst II
<u>4490</u>	Fleet <u>Services</u> Coordinator
<u>4420</u>	Hazardous Materials Coordinator
<u>2925</u>	Housing Programs Analyst
<u>1600</u>	Librarian
<u>4825</u>	Network Engineer
<u>4080</u>	Permit Center Coordinator
<u>1020</u>	<u>Principal Accountant</u>
<u>2050</u>	Principal Buyer
<del>Principal Accountant</del> <u>2204</u>	<u>Principal Network Engineer</u>
<u>1700</u>	Principal Planner
<u>2202</u>	Principal Programmer Analyst
<u>1255</u>	Program Coordinator
<u>1130</u>	Public Safety Records Coordinator
<u>1010</u>	Senior Accountant
<u>1140</u>	Senior Buyer
<del>Senior Construction Inspector/Coordinator</del>	
<u>1300</u>	Senior Environmental Chemist
<u>1349</u>	Senior Environmental Compliance Inspector
<u>4090</u>	Senior Plan Check Engineer
<u>1260</u>	Senior Planner
<u>2201</u>	Senior Programmer Analyst
<u>1860</u>	Senior Traffic Engineer
<u>1865</u>	<u>Senior Transportation Engineer</u>
<u>1875</u>	Senior Transportation Planner
<u>1345</u>	Solid Waste Contract Administrator
<del>Solid Waste Specialist</del>	
<u>1950</u>	<u>Traffic Engineer</u>
<u>1955</u>	Transportation Engineer
<del>Traffic Engineer</del>	
<del>Transportation Planner</del> <u>2540</u>	<u>Web and Communications Specialist</u>

## Exhibit D - Classifications Eligible for Safety Footwear Allowance

Pursuant to the provisions of the current MOU, employees in the following classifications are eligible to receive an annual safety footwear allowance:

<u>Job Code</u>	<u>Classification</u>
<u>2170</u>	<u>Animal Control Officer</u>
<u>1205</u>	<u>Automotive Shop Attendant</u>
<u>4001/4000</u>	Building Inspector I/II
<u>2150</u>	<u>Community Services Officer</u>
<u>4900/1351</u>	Environmental Chemist I/II
<u>1350</u>	Environmental Compliance Inspector
<u>1840</u>	Environmental Engineering Coordinator
<u>5050</u>	Equipment Mechanic
<u>7100</u>	Equipment Mechanic-in-Training
<u>5310/5315/5320</u>	<del>Facility</del> <u>Facilities Technician I/II/III</u>
<u>5300/5301</u>	Facility Attendant I/II
<u>Facility Technician I/II/III</u>	
<u>4460/4461</u>	<u>Fire Prevention Specialist I/II</u>
<u>4480</u>	Fire Protection Engineer
<u>4490</u>	<u>Fleet Services Coordinator</u>
<u>5025</u>	Golf Course Equipment Mechanic
<u>7300</u>	Greenskeeper
<u>7325</u>	Groundsworker
<u>4420</u>	Hazardous Materials Coordinator
<u>4450</u>	Hazardous Materials Inspector
<u>5100</u>	Heavy Equipment Operator
<u>4400</u>	Housing Rehabilitation Specialist
<u>4950</u>	Laboratory/Field Technician
<u>4960</u>	Landfill Technician
<u>5150</u>	Lead Equipment Mechanic
<u>5250</u>	<u>Mail Clerk</u>
<u>5860/5850</u>	Maintenance Worker I/II
<u>6150</u>	<u>Meter Reader</u>
<u>2349</u>	Neighborhood Preservation Specialist
<u>5350</u>	Parks Leader
<u>7320</u>	<del>Senior Parks Leader</del> <u>Supervisor</u>
<u>7600/7650/7675</u>	Parks Worker I/II/III
<u>2115</u>	Permit Technician
<u>4875</u>	<u>Plan Check Engineer</u>
<u>4855/4805</u>	Plan Checker I/II
<u>Plan Check Engineer</u>	
<u>7500</u>	Press Operator
<u>5730</u>	<u>Principal Design and Construction Operator</u>
<u>6701</u>	<u>Principal Storekeeper</u>

1885	<u>Principal Transportation Engineer/Planner</u>
7400	<u>Public Safety Maintenance Worker</u>
6351/6350	<u>Public Safety Property Clerk I/II</u>
4650	<u>Public Works Constructor Inspector</u>
5510	<u>Public Works Crew Leader</u>
5640	<u>Public Works Supervisor</u>
<u>Recycling Coordinator</u>	
4700	<u>Senior Building Inspector/Coordinator</u>
5651	<u>Senior Building Services Leader</u>
1850	<u>Senior Construction Inspector/Coordinator</u>
1300	<u>Senior Environmental Chemist</u>
1349	<u>Senior Environmental Compliance Inspector</u>
7301	<u>Senior Greenskeeper</u>
4325	<u>Senior Housing Rehabilitation Specialist</u>
5710	<u>Senior Maintenance Worker</u>
2345	<u>Senior Neighborhood Preservation Specialist</u>
<u>Senior Parks Leader</u>	
5600	<u>Senior Parks Utility Worker</u>
<u>Senior Storekeeper</u>	
1860	<u>Senior Traffic Engineer</u>
1868	<u>Senior Transportation Engineer</u>
5930	<u>Senior Wastewater Collections Worker</u>
5820	<u>Senior Water Distribution Worker</u>
5751	<u>Senior Water Pollution Control Operator</u>
5425	<u>Senior WPC Plant Mechanic</u>
1345	<u>Solid Waste Contract Administrator</u>
4800	<u>Solid Waste Specialist</u>
6700/6600	<u>Storekeeper I/II</u>
6710	<u>Storekeeper/Buyer</u>
5200	<u>Street Lighting Technician</u>
1950	<u>Traffic Engineer</u>
4200/4201	<u>Traffic Engineering Technician I/II</u>
1955	<u>Transportation Engineer</u>
7800	<u>Utility Worker</u>
5920	<u>Wastewater Collections Crew Leader</u>
5910	<u>Wastewater Collections Supervisor</u>
5430	<u>Water Conservation Coordinator</u>
5810	<u>Water Distribution Crew Leader</u>
5800	<u>Water Distribution Supervisor</u>
5830	<u>Water Distribution Worker</u>
<u>Water Distribution Supervisor</u>	
5880	<u>Water Meter Repair Worker</u>
5901/5900	<u>Water Pollution Control Operator I/II</u>
7900	<u>Water Pollution Control Operator-in-Training</u>
5435	<u>Water Pollution Control Plant Systems Integrator</u>
4100	<u>Water Systems Operator</u>

5400 WPC Plant Mechanic

Pursuant to the provisions of the current MOU, employees in the following assignments are eligible to receive an annual safety footwear allowance:

<u>Job Code</u>	<u>Classification</u>	<u>Department</u>	<u>Assignment</u>
<u>1100</u>	Administrative Aide	<del>Public Works</del> <u>Environmental Services Department</u>	Field Services- <del>(1)</del>
<u>1250</u>	<u>Administrative Analyst</u>	<u>Environmental Services Department</u>  <u>Public Works</u>	<u>Solid Waste</u>  <u>Labor Compliance</u>
<u>2300</u>	<u>Community Services Coordinator II</u>	<del>Parks and Recreation</del> <u>Library &amp; Community Services</u>	<u>Theater</u> - <del>(1)</del>
<u>1500/1410</u>	<del>Civil</del> Engineering Assistant <u>I/II</u>	Public Works	Survey Crew- <del>(1)</del>
<u>6200</u>	<u>Office Assistant</u>	<u>Environmental Services Department</u>	<u>Water Operations</u>
	<u>Community Services Officer</u>	Public Safety	Animal Control (3)
	<u>Office Clerk</u>	<u>Information Technology</u>	<u>Print Shop</u> (1)
	<u>Community Service Coordinator II</u>	<u>Parks and Recreation</u>	<u>Theater</u> (1)
<u>2145</u>	<u>Senior Community Services Officer</u>	<u>Public Safety</u>	<u>Animal Control</u> - <del>(3)</del>
<u>6500</u>	Senior Office Assistant	<del>Public Works</del> <u>Environmental Services Department</u>	WPC Plant Maintenance/ <del>Parts</del> <del>(1)</del>



## **Exhibit E - Water Pollution Control Plant Instrumentation and Maintenance Mechanics Tool Inventory Agreement**

It is agreed that each employee in the classifications of WPC Plant Mechanic and Senior WPC Plant Mechanic will be responsible for maintaining the following minimum tool inventory.

1. One standard set 1/4" drive sockets (mechanic choice of 6 or 12 point); sizes 3/16" to 9/16"
2. One standard set 3/8" drive sockets (mechanic choice of 6 or 12 point); sizes 3/8" to 3/4"
3. One 1/4" drive ratchet
4. One 3/8" drive ratchet
5. One 3/8" drive x 6" long extension
6. One 3/8" drive x 8" long extension
7. One standard set 1/2" drive sockets (mechanic choice of 6 or 12 point); sizes 3/8" to 1", standard depth
8. One 1/2" drive ratchet
9. One 1/2" drive x 6" extension
10. One 1/2" drive x 8" extension
11. One 1/2" drive x 12" extension
12. One pair 4" curved jaw vise grips
13. One pair 10" curved jaw vise grips
14. One pair adjustable lock, 5 jaw positions, 9-1/4" long
15. One pair adjustable lock, 7 jaw positions, 13-1/2" long
16. One pair combination slip joint pliers, 7-1/2" long
17. One pair needlenose pliers, 7-1/8" long

18. One pair diagonal cutters
19. One adjustable wrench 6"
20. One adjustable wrench 10"
21. One adjustable wrench 12"
22. One pipe wrench 8"
23. One pipe wrench 10"
24. One standard set of nut drivers; sizes 5/6" to 1/2"
25. One standard 4 piece set of slotted tip screwdrivers, wood or plastic handles
26. One standard 4 piece set of phillips screwdrivers, wood or plastic handles
27. Deluxe hacksaw designed for 10" or 12" blades
28. One standard set of allen wrenches (mechanic choice long or short length), sizes 5/64" to 3/8"
29. One 25" metal retracting tape rule
30. One standard set of punches (mechanic choice on length)
31. One standard set of flat chisels
32. One standard set of combination wrenches (mechanic choice 6 or 12 point sizes 1/4" to 1")
33. Tool Chest

For the City employees currently employed and hired in the Plant Maintenance Mechanic and Senior Plant Maintenance Mechanic classifications assigned to the Water Pollution Control Plant, from the date this agreement is signed, the City will purchase the complete Craftsman tool sets and two-drawer tool chests as indicated on the minimum tool requirement list above. It will be the responsibility of the Senior Mechanic to distribute the tool sets and tool chests which will provide each employee in these classifications a complete set of the minimum toll inventory indicated above.

It is further agreed as follows:

- Each employee in the classifications of WPC Plant Mechanic and Senior WPC Plant Mechanic will be responsible for storing and maintaining the tools in a secure, clean, and safe condition. The City will provide a locked location for the Mechanics' boxes.
- Any special tools required by the City will be provided by the City.
- City management at the Water Pollution Control Plant will develop and provide each employee in the classifications of WPC Plant Mechanic and Senior WPC Plant Mechanic a standard operating procedure regarding tools lost or broken on the job in the performance of their regular duties.
- City management at the Water Pollution Control Plant will prepare a written inventory of the tools provided, and each of the employees in the classification of WPC Plant Mechanic and Senior WPC Plant Mechanic shall be provided a copy. Once provided the tools, each Mechanic will be required to sign and return a copy of the inventory to the Senior Plant Maintenance Mechanic. The Maintenance Supervisor at the Water Pollution Control Plant will maintain a written record of the inventory of each Mechanic.
- City management at the Water Pollution Control Plant shall inspect the Senior WPC Plant Mechanic's tool inventory and shall inspect or request the Senior WPC Plant Mechanic to inspect each Mechanic's tool inventory at least once a year. The inspection shall include verification of a complete tool inventory and a statement evaluating each Mechanic's maintenance of the tools in a secure, clean, and safe condition. A report on the semi-annual inspection, dated and signed by the inspector and the Mechanics, shall be maintained in the office of the Water Pollution Control Maintenance Supervisor. Each employee will be provided a copy of the inspector's report for their records.
- The City will retain ownership of all tools and tool chests purchased by the City. They cannot be taken off City premises, and upon separation from City service or promotion or transfer to any other position within the City, a full inventory of tools must be returned or full replacement costs of any missing tool(s) will be charged.
- Any mechanic using personal tools or equipment at work after the date the tools are provided by the City will do so at their own risk and responsibility.

s/ 11/15/91  
Izetta E. Birch  
Director of Human Resources

s/ 11/15/91  
Armando Atencio  
President of SEA

s/ 11/15/91  
Helen Farnham  
Environmental Operations Manager

s/ 11/15/91  
Greg Burton  
WPC Operator

s/ 11/15/91  
Gary Csordas  
WPC Maintenance Supervisor

s/ 11/15/91  
Wayne Granger  
Plant Maintenance Mechanic

s/ 11/15/91  
Marvin A. Rose  
Director of Public Works

s/ 11/15/91  
Barry Phillips  
Sr. Plant Maintenance Mechanic

s/ 11/15/91  
Howard Hament  
Plant Maintenance Mechanic

s/ 11/15/91  
Walter Koehn  
Plant Maintenance Mechanic

s/ 11/15/91  
Ronald Paul  
Plant Maintenance Mechanic

s/ 11/15/91  
James Shrove  
Plant Maintenance Mechanic

s/ 11/15/91  
Rudy Winkleman  
Plant Maintenance Mechanic

## Section 1

**City of Sunnyvale**  
**Salary Table - Regular Full-Time and Part-Time Classifications**

Draft SEA Salary Table  
Effective 7/3/2016

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
1000	ACCOUNTANT	SEA	B	101	36.1640	37.9721	39.8707	41.8643	43.9575	46.1553	7/3/2016
6800	ACCOUNTING TECHNICIAN	SEA	B	646	27.7678	29.1562	30.6141	32.1447	33.7519	35.4395	7/3/2016
1100	ADMINISTRATIVE AIDE	SEA	B	104	32.8255	34.4669	36.1901	37.9997	39.8997	41.8947	7/3/2016
1102	ADMINISTRATIVE AIDE - Employment Development	SEA	B	104	32.8255	34.4669	36.1901	37.9997	39.8997	41.8947	7/3/2016
1150	ADMINISTRATIVE AIDE/GRANT COMPLIANCE COORDINATOR	SEA	B	104	32.8255	34.4669	36.1901	37.9997	39.8997	41.8947	7/3/2016
1250	ADMINISTRATIVE ANALYST	SEA	B	630	34.3124	36.0281	37.8295	39.7210	41.7070	43.7923	7/3/2016
2170	ANIMAL CONTROL OFFICER	SEA	B	106	31.8692	33.4627	35.1358	36.8925	38.7372	40.6739	7/3/2016
5015	ASSISTANT GOLF PROFESSIONAL	SEA	B	665	19.7331	20.7197	21.7558	22.8436	23.9857	25.1850	7/3/2016
1251	ASSISTANT PLANNER	SEA	B	126	33.0611	34.7141	36.4498	38.2723	40.1858	42.1953	7/3/2016
1200	ASSOCIATE PLANNER	SEA	B	107	39.7754	41.7642	43.8526	46.0452	48.3474	50.7647	7/3/2016
1205	AUTOMOTIVE SHOP ATTENDANT	SEA	B	669	16.0918	16.8964	17.7412	18.6281	19.5596	20.5377	7/3/2016
4001	BUILDING INSPECTOR I	SEA	B	702	34.8600	36.6030	38.4333	40.3550	42.3728	44.4915	7/3/2016
4000	BUILDING INSPECTOR II	SEA	B	111	38.4333	40.3550	42.3728	44.4915	46.7160	49.0519	7/3/2016
2501	BUSINESS LIAISON	SEA	B	124	30.2026	31.7128	33.2984	34.9634	36.7115	38.5472	7/3/2016
6750	BUYER I	SEA	B	145	31.8751	33.4688	35.1423	36.8994	38.7442	40.6815	7/3/2016
2000	BUYER II	SEA	B	112	35.8914	37.6860	39.5702	41.5487	43.6261	45.8075	7/3/2016
2500	CAREER ADVISOR	SEA	B	124	30.2026	31.7128	33.2984	34.9634	36.7115	38.5472	7/3/2016
1400	CIVIL ENGINEER	SEA	B	116	43.3670	45.5354	47.8122	50.2029	52.7131	55.3487	7/3/2016
6805	COLLECTIONS SPECIALIST	SEA	B	646	27.7678	29.1562	30.6141	32.1447	33.7519	35.4395	7/3/2016
2351	COMMUNITY SERVICES COORDINATOR I	SEA	B	164	30.6590	32.1921	33.8016	35.4916	37.2662	39.1295	7/3/2016
2300	COMMUNITY SERVICES COORDINATOR II	SEA	B	628	35.4919	37.2664	39.1298	41.0863	43.1406	45.2978	7/3/2016
2150	COMMUNITY SERVICES OFFICER	SEA	B	106	31.8692	33.4627	35.1358	36.8925	38.7372	40.6739	7/3/2016
5753	CROSS CONNECTION CONTROL SPECIALIST	SEA	B	186	33.2730	34.9365	36.6833	38.5176	40.4436	42.4658	7/3/2016
6675	CUSTOMER SERVICE REPRESENTATIVE	SEA	B	648	27.4710	28.8445	30.2868	31.8012	33.3912	35.0606	7/3/2016
2460	DEPUTY CITY CLERK	SEA	B	637	34.3124	36.0281	37.8295	39.7210	41.7070	43.7923	7/3/2016
2650	ED INFORMATION SYSTEMS ANALYST	SEA	B	108	36.7376	38.5747	40.5033	42.5285	44.6550	46.8878	7/3/2016
2160	EMERGENCY MANAGEMENT COORDINATOR	SEA	B	106	31.8692	33.4627	35.1358	36.8925	38.7372	40.6739	7/3/2016
2480	EMERGENCY MEDICAL SERVICES COORDINATOR	SEA	B	674	41.9352	44.0318	46.2336	48.5452	50.9724	53.5211	7/3/2016
1160	EMPLOYMENT TRAINING PROGRAM COORDINATOR	SEA	B	611	32.9364	34.5832	36.3124	38.1280	40.0345	42.0362	7/3/2016
1500	ENGINEERING ASSISTANT I	SEA	B	117	36.2519	38.0647	39.9679	41.9663	44.0645	46.2679	7/3/2016
1410	ENGINEERING ASSISTANT II	SEA	B	660	39.8101	41.8007	43.8906	46.0852	48.3895	50.8089	7/3/2016
4900	ENVIRONMENTAL CHEMIST I	SEA	B	196	30.4792	32.0031	33.6032	35.2834	37.0476	38.9000	7/3/2016
1351	ENVIRONMENTAL CHEMIST II	SEA	B	100	35.4507	37.2235	39.0846	41.0389	43.0907	45.2453	7/3/2016
1350	ENVIRONMENTAL COMPLIANCE INSPECTOR	SEA	B	135	34.8045	36.5447	38.3719	40.2905	42.3050	44.4201	7/3/2016

**City of Sunnyvale**  
**Salary Table - Regular Full-Time and Part-Time Classifications**

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
1840	ENVIRONMENTAL ENGINEERING COORDINATOR	SEA	B	168	47.5430	49.9201	52.4161	55.0368	57.7888	60.6782	7/3/2016
5050	EQUIPMENT MECHANIC	SEA	B	128	31.3096	32.8750	34.5188	36.2445	38.0568	39.9596	7/3/2016
7100	EQUIPMENT MECHANIC-IN-TRAINING	SEA	B	129	26.7452	28.0824	29.4866	30.9610	32.5090	34.1345	7/3/2016
5310	FACILITIES TECHNICIAN I	SEA	B	680	25.5498	26.8273	28.1687	29.5771	31.0560	32.6089	7/3/2016
5315	FACILITIES TECHNICIAN II	SEA	B	681	26.8013	28.1414	29.5485	31.0260	32.5772	34.2062	7/3/2016
5320	FACILITIES TECHNICIAN III	SEA	B	682	29.0776	30.5314	32.0581	33.6609	35.3441	37.1111	7/3/2016
5300	FACILITY ATTENDANT I	SEA	B	670	16.0918	16.8964	17.7412	18.6281	19.5596	20.5377	7/3/2016
5301	FACILITY ATTENDANT II	SEA	B	671	20.0389	21.0408	22.0929	23.1976	24.3574	25.5752	7/3/2016
6830	FINANCE ANALYST I	SEA	B	692	32.6786	34.3125	36.0283	37.8296	39.7211	41.7071	7/3/2016
6840	FINANCE ANALYST II	SEA	B	693	34.3124	36.0281	37.8295	39.7210	41.7070	43.7923	7/3/2016
6875	FINANCE TECHNICIAN	SEA	B	677	31.4707	33.0443	34.6964	36.4313	38.2527	40.1654	7/3/2016
4460	FIRE PREVENTION SPECIALIST I	SEA	B	617	28.4546	29.8773	31.3712	32.9397	34.5868	36.3161	7/3/2016
4461	FIRE PREVENTION SPECIALIST II	SEA	B	106	31.8692	33.4627	35.1358	36.8925	38.7372	40.6739	7/3/2016
4480	FIRE PROTECTION ENGINEER	SEA	B	652	47.5430	49.9201	52.4161	55.0368	57.7888	60.6782	7/3/2016
4475	FIRE PROTECTION INSPECTOR	SEA	B	651	39.6193	41.6001	43.6802	45.8642	48.1574	50.5652	7/3/2016
4490	FLEET SERVICES COORDINATOR	SEA	B	700	37.5715	39.4498	41.4224	43.4935	45.6683	47.9516	7/3/2016
5025	GOLF COURSE EQUIPMENT MECHANIC	SEA	B	645	31.3096	32.8750	34.5188	36.2445	38.0568	39.9596	7/3/2016
5010	GOLF PROFESSIONAL	SEA	B	664	27.1737	28.5326	29.9592	31.4571	33.0299	34.6814	7/3/2016
2505	GRAPHIC ARTIST	SEA	B	184	24.2669	25.4803	26.7542	28.0919	29.4963	30.9712	7/3/2016
7300	GREENSKEEPER	SEA	B	134	32.8124	34.4530	36.1756	37.9844	39.8836	41.8778	7/3/2016
7325	GROUNDWORKER	SEA	B	626	16.0918	16.8964	17.7412	18.6281	19.5596	20.5377	7/3/2016
4420	HAZARDOUS MATERIALS COORDINATOR	SEA	B	618	58.0847	60.9891	64.0385	67.2404	70.6025	74.1325	7/3/2016
4450	HAZARDOUS MATERIALS INSPECTOR	SEA	B	110	48.3494	50.7670	53.3052	55.9704	58.7691	61.7075	7/3/2016
5100	HEAVY EQUIPMENT OPERATOR	SEA	B	130	31.2872	32.8515	34.4940	36.2186	38.0296	39.9310	7/3/2016
2430	HELP DESK TECHNICIAN	SEA	B	708	30.5830	32.1121	33.7177	35.4036	37.1738	39.0325	7/3/2016
2925	HOUSING PROGRAMS ANALYST	SEA	B	179	34.8737	36.6173	38.4482	40.3705	42.3891	44.5084	7/3/2016
2950	HOUSING PROGRAMS TECHNICIAN	SEA	B	104	32.8255	34.4669	36.1901	37.9997	39.8997	41.8947	7/3/2016
4400	HOUSING REHABILITATION SPECIALIST	SEA	B	131	35.5869	37.3662	39.2347	41.1964	43.2562	45.4191	7/3/2016
2450	I.T. COORDINATOR	SEA	B	123	41.6148	43.6956	45.8804	48.1744	50.5830	53.1123	7/3/2016
4950	LABORATORY/FIELD TECHNICIAN	SEA	B	620	28.0437	29.4459	30.9184	32.4642	34.0875	35.7918	7/3/2016
4960	LANDFILL TECHNICIAN	SEA	B	672	27.3791	28.7481	30.1856	31.6947	33.2794	34.9434	7/3/2016
5150	LEAD EQUIPMENT MECHANIC	SEA	B	136	35.0666	36.8200	38.6609	40.5940	42.6236	44.7549	7/3/2016
1600	LIBRARIAN	SEA	B	139	31.7582	33.3460	35.0133	36.7641	38.6022	40.5323	7/3/2016
2100	LIBRARY ASSISTANT	SEA	B	140	25.8972	27.1920	28.5516	29.9792	31.4781	33.0521	7/3/2016

**City of Sunnyvale**  
**Salary Table - Regular Full-Time and Part-Time Classifications**

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
5250	MAIL CLERK	SEA	B	690	19.9489	20.9465	21.9938	23.0934	24.2480	25.4604	7/3/2016
5860	MAINTENANCE WORKER I	SEA	B	699	25.5252	26.8013	28.1414	29.5485	31.0260	32.5772	7/3/2016
5850	MAINTENANCE WORKER II	SEA	B	698	26.8013	28.1414	29.5485	31.0260	32.5772	34.2062	7/3/2016
6150	METER READER	SEA	B	147	26.9951	28.3448	29.7621	31.2502	32.8128	34.4535	7/3/2016
2349	NEIGHBORHOOD PRESERVATION SPECIALIST	SEA	B	118	31.4673	33.0407	34.6927	36.4274	38.2487	40.1612	7/3/2016
4825	NETWORK ENGINEER	SEA	B	642	47.3486	49.7161	52.2019	54.8120	57.5526	60.4301	7/3/2016
2420	NETWORK TECHNICIAN	SEA	B	687	34.4670	36.1902	37.9997	39.8997	41.8947	43.9895	7/3/2016
6200	OFFICE ASSISTANT	SEA	B	149	22.0106	23.1108	24.2665	25.4798	26.7539	28.0915	7/3/2016
6250	OFFICE CLERK	SEA	B	150	19.9489	20.9465	21.9938	23.0934	24.2480	25.4604	7/3/2016
5350	PARKS LEADER	SEA	B	153	32.8124	34.4530	36.1756	37.9844	39.8836	41.8778	7/3/2016
7320	PARKS SUPERVISOR	SEA	B	613	36.0933	37.8979	39.7929	41.7825	43.8716	46.0653	7/3/2016
7600	PARKS WORKER I	SEA	B	198	25.5498	26.8273	28.1687	29.5771	31.0560	32.6089	7/3/2016
7650	PARKS WORKER II	SEA	B	600	26.8013	28.1414	29.5485	31.0260	32.5772	34.2062	7/3/2016
7675	PARKS WORKER III	SEA	B	614	29.0776	30.5314	32.0581	33.6609	35.3441	37.1111	7/3/2016
4080	PERMIT CENTER COORDINATOR	SEA	B	655	45.0900	47.3445	49.7117	52.1975	54.8074	57.5476	7/3/2016
2110	PERMIT CLERK I	SEA	B	180	24.2669	25.4803	26.7542	28.0919	29.4963	30.9712	7/3/2016
2112	PERMIT CLERK II	SEA	B	172	27.4710	28.8445	30.2868	31.8012	33.3912	35.0606	7/3/2016
2115	PERMIT TECHNICIAN	SEA	B	639	30.3231	31.8393	33.4312	35.1027	36.8579	38.7007	7/3/2016
2440	PERSONAL COMPUTER TECHNICIAN	SEA	B	708	30.5830	32.1121	33.7177	35.4036	37.1738	39.0325	7/3/2016
4875	PLAN CHECK ENGINEER	SEA	B	627	47.5430	49.9201	52.4161	55.0368	57.7888	60.6782	7/3/2016
4855	PLAN CHECKER I	SEA	B	662	36.6028	38.4329	40.3546	42.3723	44.4909	46.7154	7/3/2016
4805	PLAN CHECKER II	SEA	B	656	40.3549	42.3726	44.4912	46.7158	49.0516	51.5043	7/3/2016
7500	PRESS OPERATOR	SEA	B	155	24.7131	25.9487	27.2461	28.6084	30.0388	31.5408	7/3/2016
1020	PRINCIPAL ACCOUNTANT	SEA	B	616	44.0399	46.2419	48.5541	50.9818	53.5309	56.2074	7/3/2016
2050	PRINCIPAL BUYER	SEA	B	683	41.4550	43.5276	45.7041	47.9893	50.3887	52.9083	7/3/2016
5730	PRINCIPAL DESIGN AND CONSTRUCTION OPERATOR	SEA	B	710	44.0277	46.2294	48.5409	50.9679	53.5162	56.1920	7/3/2016
2204	PRINCIPAL NETWORK ENGINEER	SEA	B	632	56.0969	58.9017	61.8469	64.9393	68.1862	71.5956	7/3/2016
6300	PRINCIPAL OFFICE ASSISTANT	SEA	B	156	31.1344	32.6911	34.3257	36.0420	37.8441	39.7363	7/3/2016
1700	PRINCIPAL PLANNER	SEA	B	157	49.1511	51.6086	54.1890	56.8986	59.7435	62.7306	7/3/2016
2202	PRINCIPAL PROGRAMMER ANALYST	SEA	B	632	56.0969	58.9017	61.8469	64.9393	68.1862	71.5956	7/3/2016
6701	PRINCIPAL STOREKEEPER	SEA	B	668	31.9649	33.5630	35.2412	37.0034	38.8535	40.7961	7/3/2016
1885	PRINCIPAL TRANSPORTATION ENGINEER/PLANNER	SEA	B	709	53.2885	55.9528	58.7505	61.6881	64.7724	68.0110	7/3/2016
5752	PRINCIPAL WATER POLLUTION CONTROL OPERATOR	SEA	B	710	44.0277	46.2294	48.5409	50.9679	53.5162	56.1920	7/3/2016
1255	PROGRAM COORDINATOR	SEA	B	638	34.3124	36.0281	37.8295	39.7210	41.7070	43.7923	7/3/2016

**City of Sunnyvale**  
**Salary Table - Regular Full-Time and Part-Time Classifications**

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
2200	PROGRAMMER ANALYST	SEA	B	103	42.7004	44.8354	47.0772	49.4310	51.9024	54.4977	7/3/2016
7400	PUBLIC SAFETY MAINTENANCE WORKER	SEA	B	144	25.5498	26.8273	28.1687	29.5771	31.0560	32.6089	7/3/2016
6351	PUBLIC SAFETY PROPERTY CLERK I	SEA	B	615	28.1174	29.5232	30.9994	32.5493	34.1767	35.8855	7/3/2016
6350	PUBLIC SAFETY PROPERTY CLERK II	SEA	B	159	29.5972	31.0771	32.6309	34.2623	35.9755	37.7743	7/3/2016
1130	PUBLIC SAFETY RECORDS COORDINATOR	SEA	B	621	32.1706	33.7792	35.4680	37.2415	39.1037	41.0588	7/3/2016
6050	PUBLIC SAFETY RECORDS SPECIALIST I	SEA	B	633	23.8494	25.0421	26.2942	27.6088	28.9892	30.4386	7/3/2016
6051	PUBLIC SAFETY RECORDS SPECIALIST II	SEA	B	634	26.4996	27.8246	29.2158	30.6766	32.2104	33.8209	7/3/2016
6052	PUBLIC SAFETY RECORDS SR SPECIALIST	SEA	B	635	29.1494	30.6069	32.1371	33.7440	35.4312	37.2028	7/3/2016
2180	PUBLIC SAFETY SPECIALIST	SEA	B	106	31.8692	33.4627	35.1358	36.8925	38.7372	40.6739	7/3/2016
4650	PUBLIC WORKS CONSTRUCTION INSPECTOR	SEA	B	160	35.5870	37.3664	39.2348	41.1965	43.2563	45.4192	7/3/2016
5510	PUBLIC WORKS CREW LEADER	SEA	B	161	32.8124	34.4530	36.1756	37.9844	39.8836	41.8778	7/3/2016
5640	PUBLIC WORKS SUPERVISOR	SEA	B	191	36.0933	37.8979	39.7929	41.7825	43.8716	46.0653	7/3/2016
5870	QUALITY ASSURANCE OFFICER	SEA	B	707	43.4084	45.5830	47.8622	50.2552	52.7681	55.4066	7/3/2016
5431	RECYCLED WATER COORDINATOR	SEA	B	663	34.7460	36.4832	38.3074	40.2228	42.2339	44.3456	7/3/2016
1345	SOLID WASTE CONTRACT ADMINISTRATOR	SEA	B	115	47.5430	49.9201	52.4161	55.0368	57.7888	60.6782	7/3/2016
4800	SOLID WASTE SPECIALIST	SEA	B	169	36.9445	38.7917	40.7313	42.7678	44.9063	47.1514	7/3/2016
1010	SR ACCOUNTANT	SEA	B	641	39.7803	41.7693	43.8578	46.0509	48.3533	50.7710	7/3/2016
6850	SR ACCOUNTING TECHNICIAN	SEA	B	647	31.4707	33.0443	34.6964	36.4313	38.2527	40.1654	7/3/2016
4700	SR BUILDING INSPECTOR	SEA	B	167	42.3380	44.4547	46.6775	49.0114	51.4621	54.0351	7/3/2016
5651	SR BUILDING SERVICES LEADER	SEA	B	604	36.0933	37.8979	39.7929	41.7825	43.8716	46.0653	7/3/2016
1140	SR BUYER	SEA	B	624	39.4807	41.4549	43.5275	45.7040	47.9892	50.3886	7/3/2016
2145	SR COMMUNITY SERVICES OFFICER	SEA	B	151	36.4587	38.2816	40.1957	42.2055	44.3158	46.5315	7/3/2016
1850	SR CONSTRUCTION INSPECTOR/COORDINATOR	SEA	B	174	42.3380	44.4547	46.6775	49.0114	51.4621	54.0351	7/3/2016
4150	SR CRIME ANALYST	SEA	B	653	43.2230	45.3843	47.6535	50.0362	52.5379	55.1649	7/3/2016
1300	SR ENVIRONMENTAL CHEMIST	SEA	B	114	39.2300	41.1914	43.2509	45.4135	47.6842	50.0683	7/3/2016
1349	SR ENVIRONMENTAL COMPLIANCE INSPECTOR	SEA	B	146	40.4069	42.4275	44.5489	46.7762	49.1150	51.5708	7/3/2016
7301	SR GREENSKEEPER	SEA	B	609	36.0934	37.8980	39.7930	41.7826	43.8718	46.0654	7/3/2016
4325	SR HOUSING REHABILITATION SPECIALIST	SEA	B	601	39.1454	41.1027	43.1578	45.3157	47.5813	49.9604	7/3/2016
2400	SR LIBRARY ASSISTANT	SEA	B	170	26.9612	28.3092	29.7246	31.2109	32.7713	34.4100	7/3/2016
5710	SR MAINTENANCE WORKER	SEA	B	177	29.0776	30.5314	32.0581	33.6609	35.3441	37.1111	7/3/2016
6450	SR METER READER	SEA	B	171	29.1997	30.6596	32.1927	33.8023	35.4925	37.2672	7/3/2016
2345	SR NEIGHBORHOOD PRESERVATION SPECIALIST	SEA	B	148	34.6155	36.3461	38.1635	40.0717	42.0752	44.1790	7/3/2016
6500	SR OFFICE ASSISTANT	SEA	B	172	27.4710	28.8445	30.2868	31.8012	33.3912	35.0606	7/3/2016
5600	SR PARK UTILITY WORKER	SEA	B	173	29.0776	30.5314	32.0581	33.6609	35.3441	37.1111	7/3/2016



**City of Sunnyvale**  
**Salary Table - Regular Full-Time and Part-Time Classifications**

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
4090	SR PLAN CHECK ENGINEER	SEA	B	691	53.2482	55.9107	58.7060	61.6415	64.7236	67.9597	7/3/2016
1260	SR PLANNER	SEA	B	654	44.4631	46.6862	49.0205	51.4717	54.0452	56.7475	7/3/2016
2201	SR PROGRAMMER ANALYST	SEA	B	631	47.3486	49.7161	52.2019	54.8120	57.5526	60.4301	7/3/2016
1860	SR TRAFFIC ENGINEER	SEA	B	181	51.0996	53.6546	56.3371	59.1541	62.1119	65.2174	7/3/2016
1865	SR TRANSPORTATION ENGINEER	SEA	B	610	48.6661	51.0995	53.6545	56.3370	59.1540	62.1118	7/3/2016
1875	SR TRANSPORTATION PLANNER	SEA	B	657	46.0592	48.3623	50.7802	53.3192	55.9852	58.7844	7/3/2016
5930	SR WASTEWATER COLLECTIONS WORKER	SEA	B	177	29.0776	30.5314	32.0581	33.6609	35.3441	37.1111	7/3/2016
5820	SR WATER DISTRIBUTION WORKER	SEA	B	696	29.8077	31.2982	32.8630	34.5060	36.2315	38.0431	7/3/2016
5751	SR WATER POLLUTION CONTROL OPERATOR	SEA	B	679	38.5195	40.4455	42.4679	44.5913	46.8209	49.1619	7/3/2016
2504	SR WORKFORCE SERVICES REPRESENTATIVE	SEA	B	666	24.6246	25.8560	27.1488	28.5063	29.9315	31.4282	7/3/2016
5425	SR WPC PLANT MECHANIC	SEA	B	185	39.4821	41.4561	43.5291	45.7054	47.9908	50.3904	7/3/2016
6650	STAFF OFFICE ASSISTANT	SEA	B	180	24.2669	25.4803	26.7542	28.0919	29.4963	30.9712	7/3/2016
6700	STOREKEEPER I	SEA	B	182	28.1249	29.5312	31.0078	32.5584	34.1862	35.8954	7/3/2016
6600	STOREKEEPER II	SEA	B	176	29.5972	31.0771	32.6309	34.2623	35.9755	37.7743	7/3/2016
6710	STOREKEEPER/BUYER	SEA	B	112	35.8914	37.6860	39.5702	41.5487	43.6261	45.8075	7/3/2016
5200	STREET LIGHTING TECHNICIAN	SEA	B	142	32.8124	34.4530	36.1756	37.9844	39.8836	41.8778	7/3/2016
2120	TECHNICAL SUPPORT SPECIALIST	SEA	B	649	42.3552	44.4729	46.6966	49.0313	51.4831	54.0571	7/3/2016
1950	TRAFFIC ENGINEER	SEA	B	188	43.3670	45.5354	47.8122	50.2029	52.7131	55.3487	7/3/2016
4200	TRAFFIC ENGINEERING TECHNICIAN I	SEA	B	127	27.2120	28.5727	30.0014	31.5014	33.0764	34.7302	7/3/2016
4201	TRAFFIC ENGINEERING TECHNICIAN II	SEA	B	607	29.9333	31.4299	33.0015	34.6516	36.3841	38.2032	7/3/2016
1955	TRANSPORTATION ENGINEER	SEA	B	612	41.3021	43.3670	45.5354	47.8122	50.2029	52.7131	7/3/2016
1861	TRANSPORTATION PLANNER	SEA	B	183	44.5732	46.8018	49.1419	51.5991	54.1791	56.8880	7/3/2016
7800	UTILITY WORKER	SEA	B	192	26.8013	28.1414	29.5485	31.0260	32.5772	34.2062	7/3/2016
5920	WASTEWATER COLLECTIONS CREW LEADER	SEA	B	161	32.8124	34.4530	36.1756	37.9844	39.8836	41.8778	7/3/2016
5910	WASTEWATER COLLECTIONS SUPERVISOR	SEA	B	191	36.0933	37.8979	39.7929	41.7825	43.8716	46.0653	7/3/2016
5430	WATER CONSERVATION COORDINATOR	SEA	B	650	34.7460	36.4832	38.3074	40.2228	42.2339	44.3456	7/3/2016
5810	WATER DISTRIBUTION CREW LEADER	SEA	B	695	33.6335	35.3152	37.0810	38.9352	40.8820	42.9262	7/3/2016
5800	WATER DISTRIBUTION SUPERVISOR	SEA	B	694	36.9941	38.8439	40.7861	42.8254	44.9666	47.2150	7/3/2016
5830	WATER DISTRIBUTION WORKER	SEA	B	697	28.1414	29.5485	31.0260	32.5772	34.2062	35.9165	7/3/2016
5880	WATER METER REPAIR WORKER	SEA	B	195	29.0776	30.5314	32.0581	33.6609	35.3441	37.1111	7/3/2016
5901	WATER POLLUTION CONTROL OPERATOR I	SEA	B	197	32.8601	34.5032	36.2283	38.0396	39.9417	41.9388	7/3/2016
5900	WATER POLLUTION CONTROL OPERATOR II	SEA	B	202	33.6817	35.3658	37.1341	38.9909	40.9403	42.9873	7/3/2016
7900	WATER POLLUTION CONTROL OPERATOR IN TRAINING	SEA	B	199	25.1376	26.3944	27.7141	29.0999	30.5547	32.0826	7/3/2016
5399	WATER POLLUTION CONTROL PLANT MECHANIC IN TRAINING	SEA	B	713	30.5721	32.1007	33.7058	35.3910	37.1606	39.0186	7/3/2016

**City of Sunnyvale**  
**Salary Table - Regular Full-Time and Part-Time Classifications**

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
5435	WATER POLLUTION CONTROL PLANT SYSTEMS INTEGRATOR	SEA	B	711	43.7329	45.9196	48.2156	50.6264	53.1577	55.8155	7/3/2016
4100	WATER SYSTEM OPERATOR	SEA	B	186	33.2730	34.9365	36.6833	38.5176	40.4436	42.4658	7/3/2016
2540	WEB AND COMMUNICATIONS SPECIALIST	SEA	B	706	36.0281	37.8295	39.7209	41.7070	43.7923	45.9820	7/3/2016
2550	WORKFORCE DEVELOPMENT ANALYST	SEA	B	661	30.2026	31.7128	33.2984	34.9634	36.7115	38.5472	7/3/2016
2503	WORKFORCE SERVICES REPRESENTATIVE	SEA	B	667	22.3446	23.4618	24.6348	25.8665	27.1599	28.5179	7/3/2016
5400	WPC PLANT MECHANIC	SEA	B	154	35.7893	37.5788	39.4576	41.4306	43.5022	45.6772	7/3/2016

**Assignments of Grade and Pay Ranges to Pay Plan as Referenced in the Salary Resolution:**

**SEA:**

**Category B**, applies to Miscellaneous Classified Employees

Pay rates for **Categories A, B, C, G and L** consist of hourly pay rates for each available step in each classification

**City of Sunnyvale**  
**Salary Table - Regular Full-Time and Part-Time Classifications**

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
1000	ACCOUNTANT	SEA	B	101	37.6106	39.4910	41.4655	43.5389	45.7158	48.0015	7/2/2017
6800	ACCOUNTING TECHNICIAN	SEA	B	646	28.8785	30.3224	31.8387	33.4305	35.1020	36.8571	7/2/2017
1100	ADMINISTRATIVE AIDE	SEA	B	104	34.1385	35.8456	37.6377	39.5197	41.4957	43.5705	7/2/2017
1102	ADMINISTRATIVE AIDE - Employment Development	SEA	B	104	34.1385	35.8456	37.6377	39.5197	41.4957	43.5705	7/2/2017
1150	ADMINISTRATIVE AIDE/GRANT COMPLIANCE COORDINATOR	SEA	B	104	34.1385	35.8456	37.6377	39.5197	41.4957	43.5705	7/2/2017
1250	ADMINISTRATIVE ANALYST	SEA	B	630	35.6849	37.4692	39.3427	41.3098	43.3753	45.5440	7/2/2017
2170	ANIMAL CONTROL OFFICER	SEA	B	106	33.1440	34.8012	36.5412	38.3682	40.2867	42.3009	7/2/2017
5015	ASSISTANT GOLF PROFESSIONAL	SEA	B	665	20.5224	21.5485	22.6260	23.7573	24.9451	26.1924	7/2/2017
1251	ASSISTANT PLANNER	SEA	B	126	34.3835	36.1027	37.9078	39.8032	41.7932	43.8831	7/2/2017
1200	ASSOCIATE PLANNER	SEA	B	107	41.3664	43.4348	45.6067	47.8870	50.2813	52.7953	7/2/2017
1205	AUTOMOTIVE SHOP ATTENDANT	SEA	B	669	16.7355	17.5723	18.4508	19.3732	20.3420	21.3592	7/2/2017
4001	BUILDING INSPECTOR I	SEA	B	702	36.2544	38.0671	39.9706	41.9692	44.0677	46.2712	7/2/2017
4000	BUILDING INSPECTOR II	SEA	B	111	39.9706	41.9692	44.0677	46.2712	48.5846	51.0140	7/2/2017
2501	BUSINESS LIAISON	SEA	B	124	31.4107	32.9813	34.6303	36.3619	38.1800	40.0891	7/2/2017
6750	BUYER I	SEA	B	145	33.1501	34.8076	36.5480	38.3754	40.2940	42.3088	7/2/2017
2000	BUYER II	SEA	B	112	37.3271	39.1934	41.1530	43.2106	45.3711	47.6398	7/2/2017
2500	CAREER ADVISOR	SEA	B	124	31.4107	32.9813	34.6303	36.3619	38.1800	40.0891	7/2/2017
1400	CIVIL ENGINEER	SEA	B	116	45.1017	47.3568	49.7247	52.2110	54.8216	57.5626	7/2/2017
6805	COLLECTIONS SPECIALIST	SEA	B	646	28.8785	30.3224	31.8387	33.4305	35.1020	36.8571	7/2/2017
2351	COMMUNITY SERVICES COORDINATOR I	SEA	B	164	31.8854	33.4798	35.1537	36.9113	38.7568	40.6947	7/2/2017
2300	COMMUNITY SERVICES COORDINATOR II	SEA	B	628	36.9116	38.7571	40.6950	42.7298	44.8662	47.1097	7/2/2017
2150	COMMUNITY SERVICES OFFICER	SEA	B	106	33.1440	34.8012	36.5412	38.3682	40.2867	42.3009	7/2/2017
5753	CROSS CONNECTION CONTROL SPECIALIST	SEA	B	186	34.6039	36.3340	38.1506	40.0583	42.0613	44.1644	7/2/2017
6675	CUSTOMER SERVICE REPRESENTATIVE	SEA	B	648	28.5698	29.9983	31.4983	33.0732	34.7268	36.4630	7/2/2017
2460	DEPUTY CITY CLERK	SEA	B	637	35.6849	37.4692	39.3427	41.3098	43.3753	45.5440	7/2/2017
2650	ED INFORMATION SYSTEMS ANALYST	SEA	B	108	38.2071	40.1177	42.1234	44.2296	46.4412	48.7633	7/2/2017
2160	EMERGENCY MANAGEMENT COORDINATOR	SEA	B	106	33.1440	34.8012	36.5412	38.3682	40.2867	42.3009	7/2/2017
2480	EMERGENCY MEDICAL SERVICES COORDINATOR	SEA	B	674	43.6126	45.7931	48.0829	50.4870	53.0113	55.6619	7/2/2017
1160	EMPLOYMENT TRAINING PROGRAM COORDINATOR	SEA	B	611	34.2539	35.9665	37.7649	39.6531	41.6359	43.7176	7/2/2017
1500	ENGINEERING ASSISTANT I	SEA	B	117	37.7020	39.5873	41.5666	43.6450	45.8271	48.1186	7/2/2017
1410	ENGINEERING ASSISTANT II	SEA	B	660	41.4025	43.4727	45.6462	47.9286	50.3251	52.8413	7/2/2017
4900	ENVIRONMENTAL CHEMIST I	SEA	B	196	31.6984	33.2832	34.9473	36.6947	38.5295	40.4560	7/2/2017
1351	ENVIRONMENTAL CHEMIST II	SEA	B	100	36.8687	38.7124	40.6480	42.6805	44.8143	47.0551	7/2/2017
1350	ENVIRONMENTAL COMPLIANCE INSPECTOR	SEA	B	135	36.1967	38.0065	39.9068	41.9021	43.9972	46.1969	7/2/2017

**City of Sunnyvale**  
**Salary Table - Regular Full-Time and Part-Time Classifications**

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
1840	ENVIRONMENTAL ENGINEERING COORDINATOR	SEA	B	168	49.4447	51.9169	54.5127	57.2383	60.1004	63.1053	7/2/2017
5050	EQUIPMENT MECHANIC	SEA	B	128	32.5620	34.1900	35.8996	37.6943	39.5791	41.5580	7/2/2017
7100	EQUIPMENT MECHANIC-IN-TRAINING	SEA	B	129	27.8150	29.2057	30.6661	32.1994	33.8094	35.4999	7/2/2017
5310	FACILITIES TECHNICIAN I	SEA	B	680	26.5718	27.9004	29.2954	30.7602	32.2982	33.9133	7/2/2017
5315	FACILITIES TECHNICIAN II	SEA	B	681	27.8734	29.2671	30.7304	32.2670	33.8803	35.5744	7/2/2017
5320	FACILITIES TECHNICIAN III	SEA	B	682	30.2407	31.7527	33.3404	35.0073	36.7579	38.5955	7/2/2017
5300	FACILITY ATTENDANT I	SEA	B	670	16.7355	17.5723	18.4508	19.3732	20.3420	21.3592	7/2/2017
5301	FACILITY ATTENDANT II	SEA	B	671	20.8405	21.8824	22.9766	24.1255	25.3317	26.5982	7/2/2017
6830	FINANCE ANALYST I	SEA	B	692	33.9857	35.6850	37.4694	39.3428	41.3099	43.3754	7/2/2017
6840	FINANCE ANALYST II	SEA	B	693	35.6849	37.4692	39.3427	41.3098	43.3753	45.5440	7/2/2017
6875	FINANCE TECHNICIAN	SEA	B	677	32.7295	34.3661	36.0843	37.8886	39.7828	41.7720	7/2/2017
4460	FIRE PREVENTION SPECIALIST I	SEA	B	617	29.5928	31.0724	32.6260	34.2573	35.9703	37.7687	7/2/2017
4461	FIRE PREVENTION SPECIALIST II	SEA	B	106	33.1440	34.8012	36.5412	38.3682	40.2867	42.3009	7/2/2017
4480	FIRE PROTECTION ENGINEER	SEA	B	652	49.4447	51.9169	54.5127	57.2383	60.1004	63.1053	7/2/2017
4475	FIRE PROTECTION INSPECTOR	SEA	B	651	41.2041	43.2641	45.4274	47.6988	50.0837	52.5878	7/2/2017
4490	FLEET SERVICES COORDINATOR	SEA	B	700	39.0744	41.0278	43.0793	45.2332	47.4950	49.8697	7/2/2017
5025	GOLF COURSE EQUIPMENT MECHANIC	SEA	B	645	32.5620	34.1900	35.8996	37.6943	39.5791	41.5580	7/2/2017
5010	GOLF PROFESSIONAL	SEA	B	664	28.2606	29.6739	31.1576	32.7154	34.3511	36.0687	7/2/2017
2505	GRAPHIC ARTIST	SEA	B	184	25.2376	26.4995	27.8244	29.2156	30.6762	32.2100	7/2/2017
7300	GREENSKEEPER	SEA	B	134	34.1249	35.8311	37.6226	39.5038	41.4789	43.5529	7/2/2017
7325	GROUNDWORKER	SEA	B	626	16.7355	17.5723	18.4508	19.3732	20.3420	21.3592	7/2/2017
4420	HAZARDOUS MATERIALS COORDINATOR	SEA	B	618	60.4081	63.4287	66.6000	69.9300	73.4266	77.0978	7/2/2017
4450	HAZARDOUS MATERIALS INSPECTOR	SEA	B	110	50.2834	52.7977	55.4374	58.2092	61.1199	64.1758	7/2/2017
5100	HEAVY EQUIPMENT OPERATOR	SEA	B	130	32.5387	34.1656	35.8738	37.6673	39.5508	41.5282	7/2/2017
2430	HELP DESK TECHNICIAN	SEA	B	708	31.8063	33.3966	35.0664	36.8197	38.6608	40.5938	7/2/2017
2925	HOUSING PROGRAMS ANALYST	SEA	B	179	36.2686	38.0820	39.9861	41.9853	44.0847	46.2887	7/2/2017
2950	HOUSING PROGRAMS TECHNICIAN	SEA	B	104	34.1385	35.8456	37.6377	39.5197	41.4957	43.5705	7/2/2017
4400	HOUSING REHABILITATION SPECIALIST	SEA	B	131	37.0104	38.8608	40.8041	42.8443	44.9864	47.2359	7/2/2017
2450	I.T. COORDINATOR	SEA	B	123	43.2794	45.4434	47.7156	50.1014	52.6063	55.2368	7/2/2017
4950	LABORATORY/FIELD TECHNICIAN	SEA	B	620	29.1654	30.6237	32.1551	33.7628	35.4510	37.2235	7/2/2017
4960	LANDFILL TECHNICIAN	SEA	B	672	28.4743	29.8980	31.3930	32.9625	34.6106	36.3411	7/2/2017
5150	LEAD EQUIPMENT MECHANIC	SEA	B	136	36.4693	38.2928	40.2073	42.2178	44.3285	46.5451	7/2/2017
1600	LIBRARIAN	SEA	B	139	33.0285	34.6798	36.4138	38.2347	40.1463	42.1536	7/2/2017
2100	LIBRARY ASSISTANT	SEA	B	140	26.9331	28.2797	29.6937	31.1784	32.7372	34.3742	7/2/2017

**City of Sunnyvale**  
**Salary Table - Regular Full-Time and Part-Time Classifications**

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
5250	MAIL CLERK	SEA	B	690	20.7469	21.7844	22.8736	24.0171	25.2179	26.4788	7/2/2017
5860	MAINTENANCE WORKER I	SEA	B	699	26.5462	27.8734	29.2671	30.7304	32.2670	33.8803	7/2/2017
5850	MAINTENANCE WORKER II	SEA	B	698	27.8734	29.2671	30.7304	32.2670	33.8803	35.5744	7/2/2017
6150	METER READER	SEA	B	147	28.0749	29.4786	30.9526	32.5002	34.1253	35.8316	7/2/2017
2349	NEIGHBORHOOD PRESERVATION SPECIALIST	SEA	B	118	32.7260	34.3623	36.0804	37.8845	39.7786	41.7676	7/2/2017
4825	NETWORK ENGINEER	SEA	B	642	49.2425	51.7047	54.2900	57.0045	59.8547	62.8473	7/2/2017
2420	NETWORK TECHNICIAN	SEA	B	687	35.8457	37.6378	39.5197	41.4957	43.5705	45.7491	7/2/2017
6200	OFFICE ASSISTANT	SEA	B	149	22.8910	24.0352	25.2372	26.4990	27.8241	29.2152	7/2/2017
6250	OFFICE CLERK	SEA	B	150	20.7469	21.7844	22.8736	24.0171	25.2179	26.4788	7/2/2017
5350	PARKS LEADER	SEA	B	153	34.1249	35.8311	37.6226	39.5038	41.4789	43.5529	7/2/2017
7320	PARKS SUPERVISOR	SEA	B	613	37.5370	39.4138	41.3846	43.4538	45.6265	47.9079	7/2/2017
7600	PARKS WORKER I	SEA	B	198	26.5718	27.9004	29.2954	30.7602	32.2982	33.9133	7/2/2017
7650	PARKS WORKER II	SEA	B	600	27.8734	29.2671	30.7304	32.2670	33.8803	35.5744	7/2/2017
7675	PARKS WORKER III	SEA	B	614	30.2407	31.7527	33.3404	35.0073	36.7579	38.5955	7/2/2017
4080	PERMIT CENTER COORDINATOR	SEA	B	655	46.8936	49.2383	51.7002	54.2854	56.9997	59.8495	7/2/2017
2110	PERMIT CLERK I	SEA	B	180	25.2376	26.4995	27.8244	29.2156	30.6762	32.2100	7/2/2017
2112	PERMIT CLERK II	SEA	B	172	28.5698	29.9983	31.4983	33.0732	34.7268	36.4630	7/2/2017
2115	PERMIT TECHNICIAN	SEA	B	639	31.5360	33.1129	34.7684	36.5068	38.3322	40.2487	7/2/2017
2440	PERSONAL COMPUTER TECHNICIAN	SEA	B	708	31.8063	33.3966	35.0664	36.8197	38.6608	40.5938	7/2/2017
4875	PLAN CHECK ENGINEER	SEA	B	627	49.4447	51.9169	54.5127	57.2383	60.1004	63.1053	7/2/2017
4855	PLAN CHECKER I	SEA	B	662	38.0669	39.9702	41.9688	44.0672	46.2705	48.5840	7/2/2017
4805	PLAN CHECKER II	SEA	B	656	41.9691	44.0675	46.2708	48.5844	51.0137	53.5645	7/2/2017
7500	PRESS OPERATOR	SEA	B	155	25.7016	26.9866	28.3359	29.7527	31.2404	32.8024	7/2/2017
1020	PRINCIPAL ACCOUNTANT	SEA	B	616	45.8015	48.0916	50.4963	53.0211	55.6721	58.4557	7/2/2017
2050	PRINCIPAL BUYER	SEA	B	683	43.1132	45.2687	47.5323	49.9089	52.4042	55.0246	7/2/2017
5730	PRINCIPAL DESIGN AND CONSTRUCTION OPERATOR	SEA	B	710	45.7888	48.0786	50.4825	53.0066	55.6568	58.4397	7/2/2017
2204	PRINCIPAL NETWORK ENGINEER	SEA	B	632	58.3408	61.2578	64.3208	67.5369	70.9136	74.4594	7/2/2017
6300	PRINCIPAL OFFICE ASSISTANT	SEA	B	156	32.3798	33.9987	35.6987	37.4837	39.3579	41.3258	7/2/2017
1700	PRINCIPAL PLANNER	SEA	B	157	51.1171	53.6729	56.3566	59.1745	62.1332	65.2398	7/2/2017
2202	PRINCIPAL PROGRAMMER ANALYST	SEA	B	632	58.3408	61.2578	64.3208	67.5369	70.9136	74.4594	7/2/2017
6701	PRINCIPAL STOREKEEPER	SEA	B	668	33.2435	34.9055	36.6508	38.4835	40.4076	42.4279	7/2/2017
1885	PRINCIPAL TRANSPORTATION ENGINEER/PLANNER	SEA	B	709	55.4200	58.1909	61.1005	64.1556	67.3633	70.7314	7/2/2017
5752	PRINCIPAL WATER POLLUTION CONTROL OPERATOR	SEA	B	710	45.7888	48.0786	50.4825	53.0066	55.6568	58.4397	7/2/2017
1255	PROGRAM COORDINATOR	SEA	B	638	35.6849	37.4692	39.3427	41.3098	43.3753	45.5440	7/2/2017

**City of Sunnyvale**  
**Salary Table - Regular Full-Time and Part-Time Classifications**

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
2200	PROGRAMMER ANALYST	SEA	B	103	44.4084	46.6288	48.9603	51.4082	53.9785	56.6776	7/2/2017
7400	PUBLIC SAFETY MAINTENANCE WORKER	SEA	B	144	26.5718	27.9004	29.2954	30.7602	32.2982	33.9133	7/2/2017
6351	PUBLIC SAFETY PROPERTY CLERK I	SEA	B	615	29.2421	30.7041	32.2394	33.8513	35.5438	37.3209	7/2/2017
6350	PUBLIC SAFETY PROPERTY CLERK II	SEA	B	159	30.7811	32.3202	33.9361	35.6328	37.4145	39.2853	7/2/2017
1130	PUBLIC SAFETY RECORDS COORDINATOR	SEA	B	621	33.4574	35.1304	36.8867	38.7312	40.6678	42.7012	7/2/2017
6050	PUBLIC SAFETY RECORDS SPECIALIST I	SEA	B	633	24.8034	26.0438	27.3460	28.7132	30.1488	31.6561	7/2/2017
6051	PUBLIC SAFETY RECORDS SPECIALIST II	SEA	B	634	27.5596	28.9376	30.3844	31.9037	33.4988	35.1737	7/2/2017
6052	PUBLIC SAFETY RECORDS SR SPECIALIST	SEA	B	635	30.3154	31.8312	33.4226	35.0938	36.8484	38.6909	7/2/2017
2180	PUBLIC SAFETY SPECIALIST	SEA	B	106	33.1440	34.8012	36.5412	38.3682	40.2867	42.3009	7/2/2017
4650	PUBLIC WORKS CONSTRUCTION INSPECTOR	SEA	B	160	37.0105	38.8611	40.8042	42.8444	44.9866	47.2360	7/2/2017
5510	PUBLIC WORKS CREW LEADER	SEA	B	161	34.1249	35.8311	37.6226	39.5038	41.4789	43.5529	7/2/2017
5640	PUBLIC WORKS SUPERVISOR	SEA	B	191	37.5370	39.4138	41.3846	43.4538	45.6265	47.9079	7/2/2017
5870	QUALITY ASSURANCE OFFICER	SEA	B	707	45.1447	47.4063	49.7767	52.2654	54.8788	57.6229	7/2/2017
5431	RECYCLED WATER COORDINATOR	SEA	B	663	36.1358	37.9425	39.8397	41.8317	43.9233	46.1194	7/2/2017
1345	SOLID WASTE CONTRACT ADMINISTRATOR	SEA	B	115	49.4447	51.9169	54.5127	57.2383	60.1004	63.1053	7/2/2017
4800	SOLID WASTE SPECIALIST	SEA	B	169	38.4223	40.3434	42.3606	44.4785	46.7026	49.0375	7/2/2017
1010	SR ACCOUNTANT	SEA	B	641	41.3715	43.4401	45.6121	47.8929	50.2874	52.8018	7/2/2017
6850	SR ACCOUNTING TECHNICIAN	SEA	B	647	32.7295	34.3661	36.0843	37.8886	39.7828	41.7720	7/2/2017
4700	SR BUILDING INSPECTOR	SEA	B	167	44.0315	46.2329	48.5446	50.9719	53.5206	56.1965	7/2/2017
5651	SR BUILDING SERVICES LEADER	SEA	B	604	37.5370	39.4138	41.3846	43.4538	45.6265	47.9079	7/2/2017
1140	SR BUYER	SEA	B	624	41.0599	43.1131	45.2686	47.5322	49.9088	52.4041	7/2/2017
2145	SR COMMUNITY SERVICES OFFICER	SEA	B	151	37.9170	39.8129	41.8035	43.8937	46.0884	48.3928	7/2/2017
1850	SR CONSTRUCTION INSPECTOR/COORDINATOR	SEA	B	174	44.0315	46.2329	48.5446	50.9719	53.5206	56.1965	7/2/2017
4150	SR CRIME ANALYST	SEA	B	653	44.9519	47.1997	49.5596	52.0376	54.6394	57.3715	7/2/2017
1300	SR ENVIRONMENTAL CHEMIST	SEA	B	114	40.7992	42.8391	44.9809	47.2300	49.5916	52.0710	7/2/2017
1349	SR ENVIRONMENTAL COMPLIANCE INSPECTOR	SEA	B	146	42.0232	44.1246	46.3309	48.6472	51.0796	53.6336	7/2/2017
7301	SR GREENSKEEPER	SEA	B	609	37.5371	39.4139	41.3847	43.4539	45.6267	47.9080	7/2/2017
4325	SR HOUSING REHABILITATION SPECIALIST	SEA	B	601	40.7112	42.7468	44.8841	47.1283	49.4846	51.9588	7/2/2017
2400	SR LIBRARY ASSISTANT	SEA	B	170	28.0396	29.4416	30.9136	32.4593	34.0822	35.7864	7/2/2017
5710	SR MAINTENANCE WORKER	SEA	B	177	30.2407	31.7527	33.3404	35.0073	36.7579	38.5955	7/2/2017
6450	SR METER READER	SEA	B	171	30.3677	31.8860	33.4804	35.1544	36.9122	38.7579	7/2/2017
2345	SR NEIGHBORHOOD PRESERVATION SPECIALIST	SEA	B	148	36.0001	37.7999	39.6900	41.6746	43.7582	45.9462	7/2/2017
6500	SR OFFICE ASSISTANT	SEA	B	172	28.5698	29.9983	31.4983	33.0732	34.7268	36.4630	7/2/2017
5600	SR PARK UTILITY WORKER	SEA	B	173	30.2407	31.7527	33.3404	35.0073	36.7579	38.5955	7/2/2017

**City of Sunnyvale**  
**Salary Table - Regular Full-Time and Part-Time Classifications**

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
4090	SR PLAN CHECK ENGINEER	SEA	B	691	55.3781	58.1471	61.0542	64.1072	67.3125	70.6781	7/2/2017
1260	SR PLANNER	SEA	B	654	46.2416	48.5536	50.9813	53.5306	56.2070	59.0174	7/2/2017
2201	SR PROGRAMMER ANALYST	SEA	B	631	49.2425	51.7047	54.2900	57.0045	59.8547	62.8473	7/2/2017
1860	SR TRAFFIC ENGINEER	SEA	B	181	53.1436	55.8008	58.5906	61.5203	64.5964	67.8261	7/2/2017
1865	SR TRANSPORTATION ENGINEER	SEA	B	610	50.6127	53.1435	55.8007	58.5905	61.5202	64.5963	7/2/2017
1875	SR TRANSPORTATION PLANNER	SEA	B	657	47.9016	50.2968	52.8114	55.4520	58.2246	61.1358	7/2/2017
5930	SR WASTEWATER COLLECTIONS WORKER	SEA	B	177	30.2407	31.7527	33.3404	35.0073	36.7579	38.5955	7/2/2017
5820	SR WATER DISTRIBUTION WORKER	SEA	B	696	31.0000	32.5501	34.1775	35.8862	37.6808	39.5648	7/2/2017
5751	SR WATER POLLUTION CONTROL OPERATOR	SEA	B	679	40.0603	42.0633	44.1666	46.3750	48.6937	51.1284	7/2/2017
2504	SR WORKFORCE SERVICES REPRESENTATIVE	SEA	B	666	25.6096	26.8902	28.2348	29.6466	31.1288	32.6853	7/2/2017
5425	SR WPC PLANT MECHANIC	SEA	B	185	41.0614	43.1143	45.2703	47.5336	49.9104	52.4060	7/2/2017
6650	STAFF OFFICE ASSISTANT	SEA	B	180	25.2376	26.4995	27.8244	29.2156	30.6762	32.2100	7/2/2017
6700	STOREKEEPER I	SEA	B	182	29.2499	30.7124	32.2481	33.8607	35.5536	37.3312	7/2/2017
6600	STOREKEEPER II	SEA	B	176	30.7811	32.3202	33.9361	35.6328	37.4145	39.2853	7/2/2017
6710	STOREKEEPER/BUYER	SEA	B	112	37.3271	39.1934	41.1530	43.2106	45.3711	47.6398	7/2/2017
5200	STREET LIGHTING TECHNICIAN	SEA	B	142	34.1249	35.8311	37.6226	39.5038	41.4789	43.5529	7/2/2017
2120	TECHNICAL SUPPORT SPECIALIST	SEA	B	649	44.0494	46.2518	48.5645	50.9926	53.5424	56.2194	7/2/2017
1950	TRAFFIC ENGINEER	SEA	B	188	45.1017	47.3568	49.7247	52.2110	54.8216	57.5626	7/2/2017
4200	TRAFFIC ENGINEERING TECHNICIAN I	SEA	B	127	28.3005	29.7156	31.2015	32.7615	34.3995	36.1194	7/2/2017
4201	TRAFFIC ENGINEERING TECHNICIAN II	SEA	B	607	31.1306	32.6871	34.3216	36.0377	37.8395	39.7313	7/2/2017
1955	TRANSPORTATION ENGINEER	SEA	B	612	42.9542	45.1017	47.3568	49.7247	52.2110	54.8216	7/2/2017
1861	TRANSPORTATION PLANNER	SEA	B	183	46.3561	48.6739	51.1076	53.6631	56.3463	59.1635	7/2/2017
7800	UTILITY WORKER	SEA	B	192	27.8734	29.2671	30.7304	32.2670	33.8803	35.5744	7/2/2017
5920	WASTEWATER COLLECTIONS CREW LEADER	SEA	B	161	34.1249	35.8311	37.6226	39.5038	41.4789	43.5529	7/2/2017
5910	WASTEWATER COLLECTIONS SUPERVISOR	SEA	B	191	37.5370	39.4138	41.3846	43.4538	45.6265	47.9079	7/2/2017
5430	WATER CONSERVATION COORDINATOR	SEA	B	650	36.1358	37.9425	39.8397	41.8317	43.9233	46.1194	7/2/2017
5810	WATER DISTRIBUTION CREW LEADER	SEA	B	695	34.9788	36.7278	38.5642	40.4926	42.5173	44.6432	7/2/2017
5800	WATER DISTRIBUTION SUPERVISOR	SEA	B	694	38.4739	40.3977	42.4175	44.5384	46.7653	49.1036	7/2/2017
5830	WATER DISTRIBUTION WORKER	SEA	B	697	29.2671	30.7304	32.2670	33.8803	35.5744	37.3532	7/2/2017
5880	WATER METER REPAIR WORKER	SEA	B	195	30.2407	31.7527	33.3404	35.0073	36.7579	38.5955	7/2/2017
5901	WATER POLLUTION CONTROL OPERATOR I	SEA	B	197	34.1745	35.8833	37.6774	39.5612	41.5394	43.6164	7/2/2017
5900	WATER POLLUTION CONTROL OPERATOR II	SEA	B	202	35.0290	36.7804	38.6195	40.5505	42.5779	44.7068	7/2/2017
7900	WATER POLLUTION CONTROL OPERATOR IN TRAINING	SEA	B	199	26.1431	27.4502	28.8227	30.2639	31.7769	33.3659	7/2/2017
5399	WATER POLLUTION CONTROL PLANT MECHANIC IN TRAINING	SEA	B	713	31.7950	33.3847	35.0540	36.8066	38.6470	40.5793	7/2/2017

**City of Sunnyvale**  
**Salary Table - Regular Full-Time and Part-Time Classifications**

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
5435	WATER POLLUTION CONTROL PLANT SYSTEMS INTEGRATOR	SEA	B	711	45.4822	47.7564	50.1442	52.6515	55.2840	58.0481	7/2/2017
4100	WATER SYSTEM OPERATOR	SEA	B	186	34.6039	36.3340	38.1506	40.0583	42.0613	44.1644	7/2/2017
2540	WEB AND COMMUNICATIONS SPECIALIST	SEA	B	706	37.4692	39.3427	41.3097	43.3753	45.5440	47.8213	7/2/2017
2550	WORKFORCE DEVELOPMENT ANALYST	SEA	B	661	31.4107	32.9813	34.6303	36.3619	38.1800	40.0891	7/2/2017
2503	WORKFORCE SERVICES REPRESENTATIVE	SEA	B	667	23.2384	24.4003	25.6202	26.9012	28.2463	29.6586	7/2/2017
5400	WPC PLANT MECHANIC	SEA	B	154	37.2209	39.0820	41.0359	43.0878	45.2423	47.5043	7/2/2017

**Assignments of Grade and Pay Ranges to Pay Plan as Referenced in the Salary Resolution:**

**SEA:**

**Category B**, applies to Miscellaneous Classified Employees

Pay rates for **Categories A, B, C, G and L** consist of hourly pay rates for each available step in each classification



**City of Sunnyvale**  
**Salary Table - Regular Full-Time and Part-Time Classifications**

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
1000	ACCOUNTANT	SEA	B	101	38.3628	40.2808	42.2948	44.4097	46.6301	48.9615	7/1/2018
6800	ACCOUNTING TECHNICIAN	SEA	B	646	29.4561	30.9288	32.4755	34.0991	35.8040	37.5942	7/1/2018
1100	ADMINISTRATIVE AIDE	SEA	B	104	34.8213	36.5625	38.3905	40.3101	42.3256	44.4419	7/1/2018
1102	ADMINISTRATIVE AIDE - Employment Development	SEA	B	104	34.8213	36.5625	38.3905	40.3101	42.3256	44.4419	7/1/2018
1150	ADMINISTRATIVE AIDE/GRANT COMPLIANCE COORDINATOR	SEA	B	104	34.8213	36.5625	38.3905	40.3101	42.3256	44.4419	7/1/2018
1250	ADMINISTRATIVE ANALYST	SEA	B	630	36.3986	38.2186	40.1296	42.1360	44.2428	46.4549	7/1/2018
2170	ANIMAL CONTROL OFFICER	SEA	B	106	33.8069	35.4972	37.2720	39.1356	41.0924	43.1469	7/1/2018
5015	ASSISTANT GOLF PROFESSIONAL	SEA	B	665	20.9328	21.9795	23.0785	24.2324	25.4440	26.7162	7/1/2018
1251	ASSISTANT PLANNER	SEA	B	126	35.0712	36.8248	38.6660	40.5993	42.6291	44.7608	7/1/2018
1200	ASSOCIATE PLANNER	SEA	B	107	42.1937	44.3035	46.5188	48.8447	51.2869	53.8512	7/1/2018
1205	AUTOMOTIVE SHOP ATTENDANT	SEA	B	669	17.0702	17.9237	18.8198	19.7607	20.7488	21.7864	7/1/2018
4001	BUILDING INSPECTOR I	SEA	B	702	36.9795	38.8284	40.7700	42.8086	44.9491	47.1966	7/1/2018
4000	BUILDING INSPECTOR II	SEA	B	111	40.7700	42.8086	44.9491	47.1966	49.5563	52.0343	7/1/2018
2501	BUSINESS LIAISON	SEA	B	124	32.0389	33.6409	35.3229	37.0891	38.9436	40.8909	7/1/2018
6750	BUYER I	SEA	B	145	33.8131	35.5038	37.2790	39.1429	41.0999	43.1550	7/1/2018
2000	BUYER II	SEA	B	112	38.0736	39.9773	41.9761	44.0748	46.2785	48.5926	7/1/2018
2500	CAREER ADVISOR	SEA	B	124	32.0389	33.6409	35.3229	37.0891	38.9436	40.8909	7/1/2018
1400	CIVIL ENGINEER	SEA	B	116	46.0037	48.3039	50.7192	53.2552	55.9180	58.7139	7/1/2018
6805	COLLECTIONS SPECIALIST	SEA	B	646	29.4561	30.9288	32.4755	34.0991	35.8040	37.5942	7/1/2018
2351	COMMUNITY SERVICES COORDINATOR I	SEA	B	164	32.5231	34.1494	35.8568	37.6495	39.5319	41.5086	7/1/2018
2300	COMMUNITY SERVICES COORDINATOR II	SEA	B	628	37.6498	39.5322	41.5089	43.5844	45.7635	48.0519	7/1/2018
2150	COMMUNITY SERVICES OFFICER	SEA	B	106	33.8069	35.4972	37.2720	39.1356	41.0924	43.1469	7/1/2018
5753	CROSS CONNECTION CONTROL SPECIALIST	SEA	B	186	35.2960	37.0607	38.9136	40.8595	42.9025	45.0477	7/1/2018
6675	CUSTOMER SERVICE REPRESENTATIVE	SEA	B	648	29.1412	30.5983	32.1283	33.7347	35.4213	37.1923	7/1/2018
2460	DEPUTY CITY CLERK	SEA	B	637	36.3986	38.2186	40.1296	42.1360	44.2428	46.4549	7/1/2018
2650	ED INFORMATION SYSTEMS ANALYST	SEA	B	108	38.9712	40.9201	42.9659	45.1142	47.3700	49.7386	7/1/2018
2160	EMERGENCY MANAGEMENT COORDINATOR	SEA	B	106	33.8069	35.4972	37.2720	39.1356	41.0924	43.1469	7/1/2018
2480	EMERGENCY MEDICAL SERVICES COORDINATOR	SEA	B	674	44.4849	46.7090	49.0446	51.4967	54.0715	56.7751	7/1/2018
1160	EMPLOYMENT TRAINING PROGRAM COORDINATOR	SEA	B	611	34.9390	36.6858	38.5202	40.4462	42.4686	44.5920	7/1/2018
1500	ENGINEERING ASSISTANT I	SEA	B	117	38.4560	40.3790	42.3979	44.5179	46.7436	49.0810	7/1/2018
1410	ENGINEERING ASSISTANT II	SEA	B	660	42.2306	44.3422	46.5591	48.8872	51.3316	53.8981	7/1/2018
4900	ENVIRONMENTAL CHEMIST I	SEA	B	196	32.3324	33.9489	35.6462	37.4286	39.3001	41.2651	7/1/2018
1351	ENVIRONMENTAL CHEMIST II	SEA	B	100	37.6061	39.4866	41.4610	43.5341	45.7106	47.9962	7/1/2018
1350	ENVIRONMENTAL COMPLIANCE INSPECTOR	SEA	B	135	36.9206	38.7666	40.7049	42.7401	44.8771	47.1208	7/1/2018

**City of Sunnyvale**  
**Salary Table - Regular Full-Time and Part-Time Classifications**

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
1840	ENVIRONMENTAL ENGINEERING COORDINATOR	SEA	B	168	50.4336	52.9552	55.6030	58.3831	61.3024	64.3674	7/1/2018
5050	EQUIPMENT MECHANIC	SEA	B	128	33.2132	34.8738	36.6176	38.4482	40.3707	42.3892	7/1/2018
7100	EQUIPMENT MECHANIC-IN-TRAINING	SEA	B	129	28.3713	29.7898	31.2794	32.8434	34.4856	36.2099	7/1/2018
5310	FACILITIES TECHNICIAN I	SEA	B	680	27.1032	28.4584	29.8813	31.3754	32.9442	34.5916	7/1/2018
5315	FACILITIES TECHNICIAN II	SEA	B	681	28.4309	29.8524	31.3450	32.9123	34.5579	36.2859	7/1/2018
5320	FACILITIES TECHNICIAN III	SEA	B	682	30.8455	32.3878	34.0072	35.7074	37.4931	39.3674	7/1/2018
5300	FACILITY ATTENDANT I	SEA	B	670	17.0702	17.9237	18.8198	19.7607	20.7488	21.7864	7/1/2018
5301	FACILITY ATTENDANT II	SEA	B	671	21.2573	22.3200	23.4361	24.6080	25.8383	27.1302	7/1/2018
6830	FINANCE ANALYST I	SEA	B	692	34.6654	36.3987	38.2188	40.1297	42.1361	44.2429	7/1/2018
6840	FINANCE ANALYST II	SEA	B	693	36.3986	38.2186	40.1296	42.1360	44.2428	46.4549	7/1/2018
6875	FINANCE TECHNICIAN	SEA	B	677	33.3841	35.0534	36.8060	38.6464	40.5785	42.6074	7/1/2018
4460	FIRE PREVENTION SPECIALIST I	SEA	B	617	30.1847	31.6938	33.2785	34.9424	36.6897	38.5241	7/1/2018
4461	FIRE PREVENTION SPECIALIST II	SEA	B	106	33.8069	35.4972	37.2720	39.1356	41.0924	43.1469	7/1/2018
4480	FIRE PROTECTION ENGINEER	SEA	B	652	50.4336	52.9552	55.6030	58.3831	61.3024	64.3674	7/1/2018
4475	FIRE PROTECTION INSPECTOR	SEA	B	651	42.0282	44.1294	46.3359	48.6528	51.0854	53.6396	7/1/2018
4490	FLEET SERVICES COORDINATOR	SEA	B	700	39.8559	41.8484	43.9409	46.1379	48.4449	50.8671	7/1/2018
5025	GOLF COURSE EQUIPMENT MECHANIC	SEA	B	645	33.2132	34.8738	36.6176	38.4482	40.3707	42.3892	7/1/2018
5010	GOLF PROFESSIONAL	SEA	B	664	28.8258	30.2674	31.7808	33.3697	35.0381	36.7901	7/1/2018
2505	GRAPHIC ARTIST	SEA	B	184	25.7424	27.0295	28.3809	29.7999	31.2897	32.8542	7/1/2018
7300	GREENSKEEPER	SEA	B	134	34.8074	36.5477	38.3751	40.2939	42.3085	44.4240	7/1/2018
7325	GROUNDWORKER	SEA	B	626	17.0702	17.9237	18.8198	19.7607	20.7488	21.7864	7/1/2018
4420	HAZARDOUS MATERIALS COORDINATOR	SEA	B	618	61.6163	64.6973	67.9320	71.3286	74.8951	78.6398	7/1/2018
4450	HAZARDOUS MATERIALS INSPECTOR	SEA	B	110	51.2891	53.8537	56.5461	59.3734	62.3423	65.4593	7/1/2018
5100	HEAVY EQUIPMENT OPERATOR	SEA	B	130	33.1895	34.8489	36.5913	38.4206	40.3418	42.3588	7/1/2018
2430	HELP DESK TECHNICIAN	SEA	B	708	32.4424	34.0645	35.7677	37.5561	39.4340	41.4057	7/1/2018
2925	HOUSING PROGRAMS ANALYST	SEA	B	179	36.9940	38.8436	40.7858	42.8250	44.9664	47.2145	7/1/2018
2950	HOUSING PROGRAMS TECHNICIAN	SEA	B	104	34.8213	36.5625	38.3905	40.3101	42.3256	44.4419	7/1/2018
4400	HOUSING REHABILITATION SPECIALIST	SEA	B	131	37.7506	39.6380	41.6202	43.7012	45.8861	48.1806	7/1/2018
2450	I.T. COORDINATOR	SEA	B	123	44.1450	46.3523	48.6699	51.1034	53.6584	56.3415	7/1/2018
4950	LABORATORY/FIELD TECHNICIAN	SEA	B	620	29.7487	31.2362	32.7982	34.4381	36.1600	37.9680	7/1/2018
4960	LANDFILL TECHNICIAN	SEA	B	672	29.0438	30.4960	32.0209	33.6218	35.3028	37.0679	7/1/2018
5150	LEAD EQUIPMENT MECHANIC	SEA	B	136	37.1987	39.0587	41.0114	43.0622	45.2151	47.4760	7/1/2018
1600	LIBRARIAN	SEA	B	139	33.6891	35.3734	37.1421	38.9994	40.9492	42.9967	7/1/2018
2100	LIBRARY ASSISTANT	SEA	B	140	27.4718	28.8453	30.2876	31.8020	33.3919	35.0617	7/1/2018

**City of Sunnyvale**  
**Salary Table - Regular Full-Time and Part-Time Classifications**

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
5250	MAIL CLERK	SEA	B	690	21.1618	22.2201	23.3311	24.4974	25.7223	27.0084	7/1/2018
5860	MAINTENANCE WORKER I	SEA	B	699	27.0771	28.4309	29.8524	31.3450	32.9123	34.5579	7/1/2018
5850	MAINTENANCE WORKER II	SEA	B	698	28.4309	29.8524	31.3450	32.9123	34.5579	36.2859	7/1/2018
6150	METER READER	SEA	B	147	28.6364	30.0682	31.5717	33.1502	34.8078	36.5482	7/1/2018
2349	NEIGHBORHOOD PRESERVATION SPECIALIST	SEA	B	118	33.3805	35.0495	36.8020	38.6422	40.5742	42.6030	7/1/2018
4825	NETWORK ENGINEER	SEA	B	642	50.2274	52.7388	55.3758	58.1446	61.0518	64.1042	7/1/2018
2420	NETWORK TECHNICIAN	SEA	B	687	36.5626	38.3906	40.3101	42.3256	44.4419	46.6641	7/1/2018
6200	OFFICE ASSISTANT	SEA	B	149	23.3488	24.5159	25.7419	27.0290	28.3806	29.7995	7/1/2018
6250	OFFICE CLERK	SEA	B	150	21.1618	22.2201	23.3311	24.4974	25.7223	27.0084	7/1/2018
5350	PARKS LEADER	SEA	B	153	34.8074	36.5477	38.3751	40.2939	42.3085	44.4240	7/1/2018
7320	PARKS SUPERVISOR	SEA	B	613	38.2877	40.2021	42.2123	44.3229	46.5390	48.8661	7/1/2018
7600	PARKS WORKER I	SEA	B	198	27.1032	28.4584	29.8813	31.3754	32.9442	34.5916	7/1/2018
7650	PARKS WORKER II	SEA	B	600	28.4309	29.8524	31.3450	32.9123	34.5579	36.2859	7/1/2018
7675	PARKS WORKER III	SEA	B	614	30.8455	32.3878	34.0072	35.7074	37.4931	39.3674	7/1/2018
4080	PERMIT CENTER COORDINATOR	SEA	B	655	47.8315	50.2231	52.7342	55.3711	58.1397	61.0465	7/1/2018
2110	PERMIT CLERK I	SEA	B	180	25.7424	27.0295	28.3809	29.7999	31.2897	32.8542	7/1/2018
2112	PERMIT CLERK II	SEA	B	172	29.1412	30.5983	32.1283	33.7347	35.4213	37.1923	7/1/2018
2115	PERMIT TECHNICIAN	SEA	B	639	32.1667	33.7752	35.4638	37.2369	39.0988	41.0537	7/1/2018
2440	PERSONAL COMPUTER TECHNICIAN	SEA	B	708	32.4424	34.0645	35.7677	37.5561	39.4340	41.4057	7/1/2018
4875	PLAN CHECK ENGINEER	SEA	B	627	50.4336	52.9552	55.6030	58.3831	61.3024	64.3674	7/1/2018
4855	PLAN CHECKER I	SEA	B	662	38.8282	40.7696	42.8082	44.9485	47.1959	49.5557	7/1/2018
4805	PLAN CHECKER II	SEA	B	656	42.8085	44.9489	47.1962	49.5561	52.0340	54.6358	7/1/2018
7500	PRESS OPERATOR	SEA	B	155	26.2156	27.5263	28.9026	30.3478	31.8652	33.4584	7/1/2018
1020	PRINCIPAL ACCOUNTANT	SEA	B	616	46.7175	49.0534	51.5062	54.0815	56.7855	59.6248	7/1/2018
2050	PRINCIPAL BUYER	SEA	B	683	43.9755	46.1741	48.4829	50.9071	53.4523	56.1251	7/1/2018
5730	PRINCIPAL DESIGN AND CONSTRUCTION OPERATOR	SEA	B	710	46.7046	49.0402	51.4922	54.0667	56.7699	59.6085	7/1/2018
2204	PRINCIPAL NETWORK ENGINEER	SEA	B	632	59.5076	62.4830	65.6072	68.8876	72.3319	75.9486	7/1/2018
6300	PRINCIPAL OFFICE ASSISTANT	SEA	B	156	33.0274	34.6787	36.4127	38.2334	40.1451	42.1523	7/1/2018
1700	PRINCIPAL PLANNER	SEA	B	157	52.1394	54.7464	57.4837	60.3580	63.3759	66.5446	7/1/2018
2202	PRINCIPAL PROGRAMMER ANALYST	SEA	B	632	59.5076	62.4830	65.6072	68.8876	72.3319	75.9486	7/1/2018
6701	PRINCIPAL STOREKEEPER	SEA	B	668	33.9084	35.6036	37.3838	39.2532	41.2158	43.2765	7/1/2018
1885	PRINCIPAL TRANSPORTATION ENGINEER/PLANNER	SEA	B	709	56.5284	59.3547	62.3225	65.4387	68.7106	72.1460	7/1/2018
5752	PRINCIPAL WATER POLLUTION CONTROL OPERATOR	SEA	B	710	46.7046	49.0402	51.4922	54.0667	56.7699	59.6085	7/1/2018
1255	PROGRAM COORDINATOR	SEA	B	638	36.3986	38.2186	40.1296	42.1360	44.2428	46.4549	7/1/2018

**City of Sunnyvale**  
**Salary Table - Regular Full-Time and Part-Time Classifications**

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
2200	PROGRAMMER ANALYST	SEA	B	103	45.2966	47.5614	49.9395	52.4364	55.0581	57.8112	7/1/2018
7400	PUBLIC SAFETY MAINTENANCE WORKER	SEA	B	144	27.1032	28.4584	29.8813	31.3754	32.9442	34.5916	7/1/2018
6351	PUBLIC SAFETY PROPERTY CLERK I	SEA	B	615	29.8269	31.3182	32.8842	34.5283	36.2547	38.0673	7/1/2018
6350	PUBLIC SAFETY PROPERTY CLERK II	SEA	B	159	31.3967	32.9666	34.6148	36.3455	38.1628	40.0710	7/1/2018
1130	PUBLIC SAFETY RECORDS COORDINATOR	SEA	B	621	34.1265	35.8330	37.6244	39.5058	41.4812	43.5552	7/1/2018
6050	PUBLIC SAFETY RECORDS SPECIALIST I	SEA	B	633	25.2995	26.5647	27.8929	29.2875	30.7518	32.2892	7/1/2018
6051	PUBLIC SAFETY RECORDS SPECIALIST II	SEA	B	634	28.1108	29.5164	30.9921	32.5418	34.1688	35.8772	7/1/2018
6052	PUBLIC SAFETY RECORDS SR SPECIALIST	SEA	B	635	30.9217	32.4678	34.0911	35.7957	37.5854	39.4647	7/1/2018
2180	PUBLIC SAFETY SPECIALIST	SEA	B	106	33.8069	35.4972	37.2720	39.1356	41.0924	43.1469	7/1/2018
4650	PUBLIC WORKS CONSTRUCTION INSPECTOR	SEA	B	160	37.7507	39.6383	41.6203	43.7013	45.8863	48.1807	7/1/2018
5510	PUBLIC WORKS CREW LEADER	SEA	B	161	34.8074	36.5477	38.3751	40.2939	42.3085	44.4240	7/1/2018
5640	PUBLIC WORKS SUPERVISOR	SEA	B	191	38.2877	40.2021	42.2123	44.3229	46.5390	48.8661	7/1/2018
5870	QUALITY ASSURANCE OFFICER	SEA	B	707	46.0476	48.3544	50.7722	53.3107	55.9764	58.7754	7/1/2018
5431	RECYCLED WATER COORDINATOR	SEA	B	663	36.8585	38.7014	40.6365	42.6683	44.8018	47.0418	7/1/2018
1345	SOLID WASTE CONTRACT ADMINISTRATOR	SEA	B	115	50.4336	52.9552	55.6030	58.3831	61.3024	64.3674	7/1/2018
4800	SOLID WASTE SPECIALIST	SEA	B	169	39.1907	41.1503	43.2078	45.3681	47.6367	50.0183	7/1/2018
1010	SR ACCOUNTANT	SEA	B	641	42.1989	44.3089	46.5243	48.8508	51.2931	53.8578	7/1/2018
6850	SR ACCOUNTING TECHNICIAN	SEA	B	647	33.3841	35.0534	36.8060	38.6464	40.5785	42.6074	7/1/2018
4700	SR BUILDING INSPECTOR	SEA	B	167	44.9121	47.1576	49.5155	51.9913	54.5910	57.3204	7/1/2018
5651	SR BUILDING SERVICES LEADER	SEA	B	604	38.2877	40.2021	42.2123	44.3229	46.5390	48.8661	7/1/2018
1140	SR BUYER	SEA	B	624	41.8811	43.9754	46.1740	48.4828	50.9070	53.4522	7/1/2018
2145	SR COMMUNITY SERVICES OFFICER	SEA	B	151	38.6753	40.6092	42.6396	44.7716	47.0102	49.3607	7/1/2018
1850	SR CONSTRUCTION INSPECTOR/COORDINATOR	SEA	B	174	44.9121	47.1576	49.5155	51.9913	54.5910	57.3204	7/1/2018
4150	SR CRIME ANALYST	SEA	B	653	45.8509	48.1437	50.5508	53.0784	55.7322	58.5189	7/1/2018
1300	SR ENVIRONMENTAL CHEMIST	SEA	B	114	41.6152	43.6959	45.8805	48.1746	50.5834	53.1124	7/1/2018
1349	SR ENVIRONMENTAL COMPLIANCE INSPECTOR	SEA	B	146	42.8637	45.0071	47.2575	49.6201	52.1012	54.7063	7/1/2018
7301	SR GREENSKEEPER	SEA	B	609	38.2878	40.2022	42.2124	44.3230	46.5392	48.8662	7/1/2018
4325	SR HOUSING REHABILITATION SPECIALIST	SEA	B	601	41.5254	43.6017	45.7818	48.0709	50.4743	52.9980	7/1/2018
2400	SR LIBRARY ASSISTANT	SEA	B	170	28.6004	30.0304	31.5319	33.1085	34.7638	36.5021	7/1/2018
5710	SR MAINTENANCE WORKER	SEA	B	177	30.8455	32.3878	34.0072	35.7074	37.4931	39.3674	7/1/2018
6450	SR METER READER	SEA	B	171	30.9751	32.5237	34.1500	35.8575	37.6504	39.5331	7/1/2018
2345	SR NEIGHBORHOOD PRESERVATION SPECIALIST	SEA	B	148	36.7201	38.5559	40.4838	42.5081	44.6334	46.8651	7/1/2018
6500	SR OFFICE ASSISTANT	SEA	B	172	29.1412	30.5983	32.1283	33.7347	35.4213	37.1923	7/1/2018
5600	SR PARK UTILITY WORKER	SEA	B	173	30.8455	32.3878	34.0072	35.7074	37.4931	39.3674	7/1/2018

**City of Sunnyvale**  
**Salary Table - Regular Full-Time and Part-Time Classifications**

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
4090	SR PLAN CHECK ENGINEER	SEA	B	691	56.4857	59.3100	62.2753	65.3893	68.6588	72.0917	7/1/2018
1260	SR PLANNER	SEA	B	654	47.1664	49.5247	52.0009	54.6012	57.3311	60.1977	7/1/2018
2201	SR PROGRAMMER ANALYST	SEA	B	631	50.2274	52.7388	55.3758	58.1446	61.0518	64.1042	7/1/2018
1860	SR TRAFFIC ENGINEER	SEA	B	181	54.2065	56.9168	59.7624	62.7507	65.8883	69.1826	7/1/2018
1865	SR TRANSPORTATION ENGINEER	SEA	B	610	51.6250	54.2064	56.9167	59.7623	62.7506	65.8882	7/1/2018
1875	SR TRANSPORTATION PLANNER	SEA	B	657	48.8596	51.3027	53.8676	56.5610	59.3891	62.3585	7/1/2018
5930	SR WASTEWATER COLLECTIONS WORKER	SEA	B	177	30.8455	32.3878	34.0072	35.7074	37.4931	39.3674	7/1/2018
5820	SR WATER DISTRIBUTION WORKER	SEA	B	696	31.6200	33.2011	34.8611	36.6039	38.4344	40.3561	7/1/2018
5751	SR WATER POLLUTION CONTROL OPERATOR	SEA	B	679	40.8615	42.9046	45.0499	47.3025	49.6676	52.1510	7/1/2018
2504	SR WORKFORCE SERVICES REPRESENTATIVE	SEA	B	666	26.1218	27.4280	28.7995	30.2395	31.7514	33.3390	7/1/2018
5425	SR WPC PLANT MECHANIC	SEA	B	185	41.8826	43.9766	46.1757	48.4843	50.9086	53.4541	7/1/2018
6650	STAFF OFFICE ASSISTANT	SEA	B	180	25.7424	27.0295	28.3809	29.7999	31.2897	32.8542	7/1/2018
6700	STOREKEEPER I	SEA	B	182	29.8349	31.3266	32.8931	34.5379	36.2647	38.0778	7/1/2018
6600	STOREKEEPER II	SEA	B	176	31.3967	32.9666	34.6148	36.3455	38.1628	40.0710	7/1/2018
6710	STOREKEEPER/BUYER	SEA	B	112	38.0736	39.9773	41.9761	44.0748	46.2785	48.5926	7/1/2018
5200	STREET LIGHTING TECHNICIAN	SEA	B	142	34.8074	36.5477	38.3751	40.2939	42.3085	44.4240	7/1/2018
2120	TECHNICAL SUPPORT SPECIALIST	SEA	B	649	44.9304	47.1768	49.5358	52.0125	54.6132	57.3438	7/1/2018
1950	TRAFFIC ENGINEER	SEA	B	188	46.0037	48.3039	50.7192	53.2552	55.9180	58.7139	7/1/2018
4200	TRAFFIC ENGINEERING TECHNICIAN I	SEA	B	127	28.8665	30.3099	31.8255	33.4167	35.0875	36.8418	7/1/2018
4201	TRAFFIC ENGINEERING TECHNICIAN II	SEA	B	607	31.7532	33.3408	35.0080	36.7585	38.5963	40.5259	7/1/2018
1955	TRANSPORTATION ENGINEER	SEA	B	612	43.8133	46.0037	48.3039	50.7192	53.2552	55.9180	7/1/2018
1861	TRANSPORTATION PLANNER	SEA	B	183	47.2832	49.6474	52.1298	54.7364	57.4732	60.3468	7/1/2018
7800	UTILITY WORKER	SEA	B	192	28.4309	29.8524	31.3450	32.9123	34.5579	36.2859	7/1/2018
5920	WASTERWATER COLLECTIONS CREW LEADER	SEA	B	161	34.8074	36.5477	38.3751	40.2939	42.3085	44.4240	7/1/2018
5910	WASTEWATER COLLECTIONS SUPERVISOR	SEA	B	191	38.2877	40.2021	42.2123	44.3229	46.5390	48.8661	7/1/2018
5430	WATER CONSERVATION COORDINATOR	SEA	B	650	36.8585	38.7014	40.6365	42.6683	44.8018	47.0418	7/1/2018
5810	WATER DISTRIBUTION CREW LEADER	SEA	B	695	35.6784	37.4624	39.3355	41.3025	43.3676	45.5361	7/1/2018
5800	WATER DISTRIBUTION SUPERVISOR	SEA	B	694	39.2434	41.2057	43.2659	45.4292	47.7006	50.0857	7/1/2018
5830	WATER DISTRIBUTION WORKER	SEA	B	697	29.8524	31.3450	32.9123	34.5579	36.2859	38.1003	7/1/2018
5880	WATER METER REPAIR WORKER	SEA	B	195	30.8455	32.3878	34.0072	35.7074	37.4931	39.3674	7/1/2018
5901	WATER POLLUTION CONTROL OPERATOR I	SEA	B	197	34.8580	36.6010	38.4309	40.3524	42.3702	44.4887	7/1/2018
5900	WATER POLLUTION CONTROL OPERATOR II	SEA	B	202	35.7296	37.5160	39.3919	41.3615	43.4295	45.6009	7/1/2018
7900	WATER POLLUTION CONTROL OPERATOR IN TRAINING	SEA	B	199	26.6660	27.9992	29.3992	30.8692	32.4124	34.0332	7/1/2018
5399	WATER POLLUTION CONTROL PLANT MECHANIC IN TRAINING	SEA	B	713	32.4309	34.0524	35.7551	37.5427	39.4199	41.3909	7/1/2018

**City of Sunnyvale**  
**Salary Table - Regular Full-Time and Part-Time Classifications**

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
5435	WATER POLLUTION CONTROL PLANT SYSTEMS INTEGRATOR	SEA	B	711	46.3918	48.7115	51.1471	53.7045	56.3897	59.2091	7/1/2018
4100	WATER SYSTEM OPERATOR	SEA	B	186	35.2960	37.0607	38.9136	40.8595	42.9025	45.0477	7/1/2018
2540	WEB AND COMMUNICATIONS SPECIALIST	SEA	B	706	38.2186	40.1296	42.1359	44.2428	46.4549	48.7777	7/1/2018
2550	WORKFORCE DEVELOPMENT ANALYST	SEA	B	661	32.0389	33.6409	35.3229	37.0891	38.9436	40.8909	7/1/2018
2503	WORKFORCE SERVICES REPRESENTATIVE	SEA	B	667	23.7032	24.8883	26.1326	27.4392	28.8112	30.2518	7/1/2018
5400	WPC PLANT MECHANIC	SEA	B	154	37.9653	39.8636	41.8566	43.9496	46.1471	48.4544	7/1/2018

**Assignments of Grade and Pay Ranges to Pay Plan as Referenced in the Salary Resolution**

**SEA:**

**Category B**, applies to Miscellaneous Classified Employees

Pay rates for **Categories A, B, C, G and L** consist of hourly pay rates for each available step in each classification.

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  
(SUNNYVALE EMPLOYEES ASSOCIATION)  
EMPLOYEES REPRESENTED BY THE SUNNYVALE  
EMPLOYEES ASSOCIATION**

WHEREAS, the Memorandum of Understanding ("MOU") with the Sunnyvale Employees Association ("SEA") expired on June 30, 2015; and

WHEREAS, Negotiators for the City of Sunnyvale ("City") and SEA began the meet and confer process in May 2015, and met twenty-eight times before reaching an agreement; and

WHEREAS, a Tentative Agreement was reached on May 1, 2017, and on May 9<sup>th</sup> the City was notified that the SEA membership ratified this agreement for a term from July 1, 2015 through June 30, 2019; and

WHEREAS, the terms of the new MOU make changes to elements of compensation including wages, hazardous duty pay, retirement, trainer compensation, shift differential, cash in-lieu of medical coverage, dental insurance, bereavement leave, paid medical leave, and safety footwear; and

WHEREAS, consistent with the terms of the new MOU, the City desires to amend the City's salary resolution for SEA employees, effective the first full pay period following Council approval.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUNNYVALE THAT:

1. Resolution No. 190-05 is hereby amended by amending the pay rates in Pay Plan Category B, as set forth in Exhibit "A" attached and incorporated by reference.
2. All other provisions of Resolution No. 190-05 shall remain in full force and effect.
3. The Salary Resolution amendments and pay rates noted above shall be implemented the first full pay period following Council approval, with the effective dates as set forth in the salary tables attached as Exhibit A.

Adopted by the City Council of the City of Sunnyvale at a regular meeting held on \_\_\_\_\_, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

RECUSAL:

ATTEST:

APPROVED:

\_\_\_\_\_  
City Clerk  
(SEAL)

\_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney



# EXHIBIT A

Section 1

## City of Sunnyvale Salary Table - Regular Full-Time and Part-Time Classifications

Draft SEA Salary Table  
Effective 7/3/2016

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
1000	ACCOUNTANT	SEA	B	101	36.1640	37.9721	39.8707	41.8643	43.9575	46.1553	7/3/2016
6800	ACCOUNTING TECHNICIAN	SEA	B	646	27.7678	29.1562	30.6141	32.1447	33.7519	35.4395	7/3/2016
1100	ADMINISTRATIVE AIDE	SEA	B	104	32.8255	34.4669	36.1901	37.9997	39.8997	41.8947	7/3/2016
1102	ADMINISTRATIVE AIDE - Employment Development	SEA	B	104	32.8255	34.4669	36.1901	37.9997	39.8997	41.8947	7/3/2016
1150	ADMINISTRATIVE AIDE/GRANT COMPLIANCE COORDINATOR	SEA	B	104	32.8255	34.4669	36.1901	37.9997	39.8997	41.8947	7/3/2016
1250	ADMINISTRATIVE ANALYST	SEA	B	630	34.3124	36.0281	37.8295	39.7210	41.7070	43.7923	7/3/2016
2170	ANIMAL CONTROL OFFICER	SEA	B	106	31.8692	33.4627	35.1358	36.8925	38.7372	40.6739	7/3/2016
5015	ASSISTANT GOLF PROFESSIONAL	SEA	B	665	19.7331	20.7197	21.7558	22.8436	23.9857	25.1850	7/3/2016
1251	ASSISTANT PLANNER	SEA	B	126	33.0611	34.7141	36.4498	38.2723	40.1858	42.1953	7/3/2016
1200	ASSOCIATE PLANNER	SEA	B	107	39.7754	41.7642	43.8526	46.0452	48.3474	50.7647	7/3/2016
1205	AUTOMOTIVE SHOP ATTENDANT	SEA	B	669	16.0918	16.8964	17.7412	18.6281	19.5596	20.5377	7/3/2016
4001	BUILDING INSPECTOR I	SEA	B	702	34.8600	36.6030	38.4333	40.3550	42.3728	44.4915	7/3/2016
4000	BUILDING INSPECTOR II	SEA	B	111	38.4333	40.3550	42.3728	44.4915	46.7160	49.0519	7/3/2016
2501	BUSINESS LIAISON	SEA	B	124	30.2026	31.7128	33.2984	34.9634	36.7115	38.5472	7/3/2016
6750	BUYER I	SEA	B	145	31.8751	33.4688	35.1423	36.8994	38.7442	40.6815	7/3/2016
2000	BUYER II	SEA	B	112	35.8914	37.6860	39.5702	41.5487	43.6261	45.8075	7/3/2016
2500	CAREER ADVISOR	SEA	B	124	30.2026	31.7128	33.2984	34.9634	36.7115	38.5472	7/3/2016
1400	CIVIL ENGINEER	SEA	B	116	43.3670	45.5354	47.8122	50.2029	52.7131	55.3487	7/3/2016
6805	COLLECTIONS SPECIALIST	SEA	B	646	27.7678	29.1562	30.6141	32.1447	33.7519	35.4395	7/3/2016
2351	COMMUNITY SERVICES COORDINATOR I	SEA	B	164	30.6590	32.1921	33.8016	35.4916	37.2662	39.1295	7/3/2016
2300	COMMUNITY SERVICES COORDINATOR II	SEA	B	628	35.4919	37.2664	39.1298	41.0863	43.1406	45.2978	7/3/2016
2150	COMMUNITY SERVICES OFFICER	SEA	B	106	31.8692	33.4627	35.1358	36.8925	38.7372	40.6739	7/3/2016
5753	CROSS CONNECTION CONTROL SPECIALIST	SEA	B	186	33.2730	34.9365	36.6833	38.5176	40.4436	42.4658	7/3/2016
6675	CUSTOMER SERVICE REPRESENTATIVE	SEA	B	648	27.4710	28.8445	30.2868	31.8012	33.3912	35.0606	7/3/2016
2460	DEPUTY CITY CLERK	SEA	B	637	34.3124	36.0281	37.8295	39.7210	41.7070	43.7923	7/3/2016
2650	ED INFORMATION SYSTEMS ANALYST	SEA	B	108	36.7376	38.5747	40.5033	42.5285	44.6550	46.8878	7/3/2016
2160	EMERGENCY MANAGEMENT COORDINATOR	SEA	B	106	31.8692	33.4627	35.1358	36.8925	38.7372	40.6739	7/3/2016
2480	EMERGENCY MEDICAL SERVICES COORDINATOR	SEA	B	674	41.9352	44.0318	46.2336	48.5452	50.9724	53.5211	7/3/2016
1160	EMPLOYMENT TRAINING PROGRAM COORDINATOR	SEA	B	611	32.9364	34.5832	36.3124	38.1280	40.0345	42.0362	7/3/2016
1500	ENGINEERING ASSISTANT I	SEA	B	117	36.2519	38.0647	39.9679	41.9663	44.0645	46.2679	7/3/2016
1410	ENGINEERING ASSISTANT II	SEA	B	660	39.8101	41.8007	43.8906	46.0852	48.3895	50.8089	7/3/2016
4900	ENVIRONMENTAL CHEMIST I	SEA	B	196	30.4792	32.0031	33.6032	35.2834	37.0476	38.9000	7/3/2016
1351	ENVIRONMENTAL CHEMIST II	SEA	B	100	35.4507	37.2235	39.0846	41.0389	43.0907	45.2453	7/3/2016
1350	ENVIRONMENTAL COMPLIANCE INSPECTOR	SEA	B	135	34.8045	36.5447	38.3719	40.2905	42.3050	44.4201	7/3/2016

**City of Sunnyvale**  
**Salary Table - Regular Full-Time and Part-Time Classifications**

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
1840	ENVIRONMENTAL ENGINEERING COORDINATOR	SEA	B	168	47.5430	49.9201	52.4161	55.0368	57.7888	60.6782	7/3/2016
5050	EQUIPMENT MECHANIC	SEA	B	128	31.3096	32.8750	34.5188	36.2445	38.0568	39.9596	7/3/2016
7100	EQUIPMENT MECHANIC-IN-TRAINING	SEA	B	129	26.7452	28.0824	29.4866	30.9610	32.5090	34.1345	7/3/2016
5310	FACILITIES TECHNICIAN I	SEA	B	680	25.5498	26.8273	28.1687	29.5771	31.0560	32.6089	7/3/2016
5315	FACILITIES TECHNICIAN II	SEA	B	681	26.8013	28.1414	29.5485	31.0260	32.5772	34.2062	7/3/2016
5320	FACILITIES TECHNICIAN III	SEA	B	682	29.0776	30.5314	32.0581	33.6609	35.3441	37.1111	7/3/2016
5300	FACILITY ATTENDANT I	SEA	B	670	16.0918	16.8964	17.7412	18.6281	19.5596	20.5377	7/3/2016
5301	FACILITY ATTENDANT II	SEA	B	671	20.0389	21.0408	22.0929	23.1976	24.3574	25.5752	7/3/2016
6830	FINANCE ANALYST I	SEA	B	692	32.6786	34.3125	36.0283	37.8296	39.7211	41.7071	7/3/2016
6840	FINANCE ANALYST II	SEA	B	693	34.3124	36.0281	37.8295	39.7210	41.7070	43.7923	7/3/2016
6875	FINANCE TECHNICIAN	SEA	B	677	31.4707	33.0443	34.6964	36.4313	38.2527	40.1654	7/3/2016
4460	FIRE PREVENTION SPECIALIST I	SEA	B	617	28.4546	29.8773	31.3712	32.9397	34.5868	36.3161	7/3/2016
4461	FIRE PREVENTION SPECIALIST II	SEA	B	106	31.8692	33.4627	35.1358	36.8925	38.7372	40.6739	7/3/2016
4480	FIRE PROTECTION ENGINEER	SEA	B	652	47.5430	49.9201	52.4161	55.0368	57.7888	60.6782	7/3/2016
4475	FIRE PROTECTION INSPECTOR	SEA	B	651	39.6193	41.6001	43.6802	45.8642	48.1574	50.5652	7/3/2016
4490	FLEET SERVICES COORDINATOR	SEA	B	700	37.5715	39.4498	41.4224	43.4935	45.6683	47.9516	7/3/2016
5025	GOLF COURSE EQUIPMENT MECHANIC	SEA	B	645	31.3096	32.8750	34.5188	36.2445	38.0568	39.9596	7/3/2016
5010	GOLF PROFESSIONAL	SEA	B	664	27.1737	28.5326	29.9592	31.4571	33.0299	34.6814	7/3/2016
2505	GRAPHIC ARTIST	SEA	B	184	24.2669	25.4803	26.7542	28.0919	29.4963	30.9712	7/3/2016
7300	GREENSKEEPER	SEA	B	134	32.8124	34.4530	36.1756	37.9844	39.8836	41.8778	7/3/2016
7325	GROUNDWORKER	SEA	B	626	16.0918	16.8964	17.7412	18.6281	19.5596	20.5377	7/3/2016
4420	HAZARDOUS MATERIALS COORDINATOR	SEA	B	618	58.0847	60.9891	64.0385	67.2404	70.6025	74.1325	7/3/2016
4450	HAZARDOUS MATERIALS INSPECTOR	SEA	B	110	48.3494	50.7670	53.3052	55.9704	58.7691	61.7075	7/3/2016
5100	HEAVY EQUIPMENT OPERATOR	SEA	B	130	31.2872	32.8515	34.4940	36.2186	38.0296	39.9310	7/3/2016
2430	HELP DESK TECHNICIAN	SEA	B	708	30.5830	32.1121	33.7177	35.4036	37.1738	39.0325	7/3/2016
2925	HOUSING PROGRAMS ANALYST	SEA	B	179	34.8737	36.6173	38.4482	40.3705	42.3891	44.5084	7/3/2016
2950	HOUSING PROGRAMS TECHNICIAN	SEA	B	104	32.8255	34.4669	36.1901	37.9997	39.8997	41.8947	7/3/2016
4400	HOUSING REHABILITATION SPECIALIST	SEA	B	131	35.5869	37.3662	39.2347	41.1964	43.2562	45.4191	7/3/2016
2450	I.T. COORDINATOR	SEA	B	123	41.6148	43.6956	45.8804	48.1744	50.5830	53.1123	7/3/2016
4950	LABORATORY/FIELD TECHNICIAN	SEA	B	620	28.0437	29.4459	30.9184	32.4642	34.0875	35.7918	7/3/2016
4960	LANDFILL TECHNICIAN	SEA	B	672	27.3791	28.7481	30.1856	31.6947	33.2794	34.9434	7/3/2016
5150	LEAD EQUIPMENT MECHANIC	SEA	B	136	35.0666	36.8200	38.6609	40.5940	42.6236	44.7549	7/3/2016
1600	LIBRARIAN	SEA	B	139	31.7582	33.3460	35.0133	36.7641	38.6022	40.5323	7/3/2016
2100	LIBRARY ASSISTANT	SEA	B	140	25.8972	27.1920	28.5516	29.9792	31.4781	33.0521	7/3/2016

**City of Sunnyvale**  
**Salary Table - Regular Full-Time and Part-Time Classifications**

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
5250	MAIL CLERK	SEA	B	690	19.9489	20.9465	21.9938	23.0934	24.2480	25.4604	7/3/2016
5860	MAINTENANCE WORKER I	SEA	B	699	25.5252	26.8013	28.1414	29.5485	31.0260	32.5772	7/3/2016
5850	MAINTENANCE WORKER II	SEA	B	698	26.8013	28.1414	29.5485	31.0260	32.5772	34.2062	7/3/2016
6150	METER READER	SEA	B	147	26.9951	28.3448	29.7621	31.2502	32.8128	34.4535	7/3/2016
2349	NEIGHBORHOOD PRESERVATION SPECIALIST	SEA	B	118	31.4673	33.0407	34.6927	36.4274	38.2487	40.1612	7/3/2016
4825	NETWORK ENGINEER	SEA	B	642	47.3486	49.7161	52.2019	54.8120	57.5526	60.4301	7/3/2016
2420	NETWORK TECHNICIAN	SEA	B	687	34.4670	36.1902	37.9997	39.8997	41.8947	43.9895	7/3/2016
6200	OFFICE ASSISTANT	SEA	B	149	22.0106	23.1108	24.2665	25.4798	26.7539	28.0915	7/3/2016
6250	OFFICE CLERK	SEA	B	150	19.9489	20.9465	21.9938	23.0934	24.2480	25.4604	7/3/2016
5350	PARKS LEADER	SEA	B	153	32.8124	34.4530	36.1756	37.9844	39.8836	41.8778	7/3/2016
7320	PARKS SUPERVISOR	SEA	B	613	36.0933	37.8979	39.7929	41.7825	43.8716	46.0653	7/3/2016
7600	PARKS WORKER I	SEA	B	198	25.5498	26.8273	28.1687	29.5771	31.0560	32.6089	7/3/2016
7650	PARKS WORKER II	SEA	B	600	26.8013	28.1414	29.5485	31.0260	32.5772	34.2062	7/3/2016
7675	PARKS WORKER III	SEA	B	614	29.0776	30.5314	32.0581	33.6609	35.3441	37.1111	7/3/2016
4080	PERMIT CENTER COORDINATOR	SEA	B	655	45.0900	47.3445	49.7117	52.1975	54.8074	57.5476	7/3/2016
2110	PERMIT CLERK I	SEA	B	180	24.2669	25.4803	26.7542	28.0919	29.4963	30.9712	7/3/2016
2112	PERMIT CLERK II	SEA	B	172	27.4710	28.8445	30.2868	31.8012	33.3912	35.0606	7/3/2016
2115	PERMIT TECHNICIAN	SEA	B	639	30.3231	31.8393	33.4312	35.1027	36.8579	38.7007	7/3/2016
2440	PERSONAL COMPUTER TECHNICIAN	SEA	B	708	30.5830	32.1121	33.7177	35.4036	37.1738	39.0325	7/3/2016
4875	PLAN CHECK ENGINEER	SEA	B	627	47.5430	49.9201	52.4161	55.0368	57.7888	60.6782	7/3/2016
4855	PLAN CHECKER I	SEA	B	662	36.6028	38.4329	40.3546	42.3723	44.4909	46.7154	7/3/2016
4805	PLAN CHECKER II	SEA	B	656	40.3549	42.3726	44.4912	46.7158	49.0516	51.5043	7/3/2016
7500	PRESS OPERATOR	SEA	B	155	24.7131	25.9487	27.2461	28.6084	30.0388	31.5408	7/3/2016
1020	PRINCIPAL ACCOUNTANT	SEA	B	616	44.0399	46.2419	48.5541	50.9818	53.5309	56.2074	7/3/2016
2050	PRINCIPAL BUYER	SEA	B	683	41.4550	43.5276	45.7041	47.9893	50.3887	52.9083	7/3/2016
5730	PRINCIPAL DESIGN AND CONSTRUCTION OPERATOR	SEA	B	710	44.0277	46.2294	48.5409	50.9679	53.5162	56.1920	7/3/2016
2204	PRINCIPAL NETWORK ENGINEER	SEA	B	632	56.0969	58.9017	61.8469	64.9393	68.1862	71.5956	7/3/2016
6300	PRINCIPAL OFFICE ASSISTANT	SEA	B	156	31.1344	32.6911	34.3257	36.0420	37.8441	39.7363	7/3/2016
1700	PRINCIPAL PLANNER	SEA	B	157	49.1511	51.6086	54.1890	56.8986	59.7435	62.7306	7/3/2016
2202	PRINCIPAL PROGRAMMER ANALYST	SEA	B	632	56.0969	58.9017	61.8469	64.9393	68.1862	71.5956	7/3/2016
6701	PRINCIPAL STOREKEEPER	SEA	B	668	31.9649	33.5630	35.2412	37.0034	38.8535	40.7961	7/3/2016
1885	PRINCIPAL TRANSPORTATION ENGINEER/PLANNER	SEA	B	709	53.2885	55.9528	58.7505	61.6881	64.7724	68.0110	7/3/2016
5752	PRINCIPAL WATER POLLUTION CONTROL OPERATOR	SEA	B	710	44.0277	46.2294	48.5409	50.9679	53.5162	56.1920	7/3/2016
1255	PROGRAM COORDINATOR	SEA	B	638	34.3124	36.0281	37.8295	39.7210	41.7070	43.7923	7/3/2016

**City of Sunnyvale**  
**Salary Table - Regular Full-Time and Part-Time Classifications**

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
2200	PROGRAMMER ANALYST	SEA	B	103	42.7004	44.8354	47.0772	49.4310	51.9024	54.4977	7/3/2016
7400	PUBLIC SAFETY MAINTENANCE WORKER	SEA	B	144	25.5498	26.8273	28.1687	29.5771	31.0560	32.6089	7/3/2016
6351	PUBLIC SAFETY PROPERTY CLERK I	SEA	B	615	28.1174	29.5232	30.9994	32.5493	34.1767	35.8855	7/3/2016
6350	PUBLIC SAFETY PROPERTY CLERK II	SEA	B	159	29.5972	31.0771	32.6309	34.2623	35.9755	37.7743	7/3/2016
1130	PUBLIC SAFETY RECORDS COORDINATOR	SEA	B	621	32.1706	33.7792	35.4680	37.2415	39.1037	41.0588	7/3/2016
6050	PUBLIC SAFETY RECORDS SPECIALIST I	SEA	B	633	23.8494	25.0421	26.2942	27.6088	28.9892	30.4386	7/3/2016
6051	PUBLIC SAFETY RECORDS SPECIALIST II	SEA	B	634	26.4996	27.8246	29.2158	30.6766	32.2104	33.8209	7/3/2016
6052	PUBLIC SAFETY RECORDS SR SPECIALIST	SEA	B	635	29.1494	30.6069	32.1371	33.7440	35.4312	37.2028	7/3/2016
2180	PUBLIC SAFETY SPECIALIST	SEA	B	106	31.8692	33.4627	35.1358	36.8925	38.7372	40.6739	7/3/2016
4650	PUBLIC WORKS CONSTRUCTION INSPECTOR	SEA	B	160	35.5870	37.3664	39.2348	41.1965	43.2563	45.4192	7/3/2016
5510	PUBLIC WORKS CREW LEADER	SEA	B	161	32.8124	34.4530	36.1756	37.9844	39.8836	41.8778	7/3/2016
5640	PUBLIC WORKS SUPERVISOR	SEA	B	191	36.0933	37.8979	39.7929	41.7825	43.8716	46.0653	7/3/2016
5870	QUALITY ASSURANCE OFFICER	SEA	B	707	43.4084	45.5830	47.8622	50.2552	52.7681	55.4066	7/3/2016
5431	RECYCLED WATER COORDINATOR	SEA	B	663	34.7460	36.4832	38.3074	40.2228	42.2339	44.3456	7/3/2016
1345	SOLID WASTE CONTRACT ADMINISTRATOR	SEA	B	115	47.5430	49.9201	52.4161	55.0368	57.7888	60.6782	7/3/2016
4800	SOLID WASTE SPECIALIST	SEA	B	169	36.9445	38.7917	40.7313	42.7678	44.9063	47.1514	7/3/2016
1010	SR ACCOUNTANT	SEA	B	641	39.7803	41.7693	43.8578	46.0509	48.3533	50.7710	7/3/2016
6850	SR ACCOUNTING TECHNICIAN	SEA	B	647	31.4707	33.0443	34.6964	36.4313	38.2527	40.1654	7/3/2016
4700	SR BUILDING INSPECTOR	SEA	B	167	42.3380	44.4547	46.6775	49.0114	51.4621	54.0351	7/3/2016
5651	SR BUILDING SERVICES LEADER	SEA	B	604	36.0933	37.8979	39.7929	41.7825	43.8716	46.0653	7/3/2016
1140	SR BUYER	SEA	B	624	39.4807	41.4549	43.5275	45.7040	47.9892	50.3886	7/3/2016
2145	SR COMMUNITY SERVICES OFFICER	SEA	B	151	36.4587	38.2816	40.1957	42.2055	44.3158	46.5315	7/3/2016
1850	SR CONSTRUCTION INSPECTOR/COORDINATOR	SEA	B	174	42.3380	44.4547	46.6775	49.0114	51.4621	54.0351	7/3/2016
4150	SR CRIME ANALYST	SEA	B	653	43.2230	45.3843	47.6535	50.0362	52.5379	55.1649	7/3/2016
1300	SR ENVIRONMENTAL CHEMIST	SEA	B	114	39.2300	41.1914	43.2509	45.4135	47.6842	50.0683	7/3/2016
1349	SR ENVIRONMENTAL COMPLIANCE INSPECTOR	SEA	B	146	40.4069	42.4275	44.5489	46.7762	49.1150	51.5708	7/3/2016
7301	SR GREENSKEEPER	SEA	B	609	36.0934	37.8980	39.7930	41.7826	43.8718	46.0654	7/3/2016
4325	SR HOUSING REHABILITATION SPECIALIST	SEA	B	601	39.1454	41.1027	43.1578	45.3157	47.5813	49.9604	7/3/2016
2400	SR LIBRARY ASSISTANT	SEA	B	170	26.9612	28.3092	29.7246	31.2109	32.7713	34.4100	7/3/2016
5710	SR MAINTENANCE WORKER	SEA	B	177	29.0776	30.5314	32.0581	33.6609	35.3441	37.1111	7/3/2016
6450	SR METER READER	SEA	B	171	29.1997	30.6596	32.1927	33.8023	35.4925	37.2672	7/3/2016
2345	SR NEIGHBORHOOD PRESERVATION SPECIALIST	SEA	B	148	34.6155	36.3461	38.1635	40.0717	42.0752	44.1790	7/3/2016
6500	SR OFFICE ASSISTANT	SEA	B	172	27.4710	28.8445	30.2868	31.8012	33.3912	35.0606	7/3/2016
5600	SR PARK UTILITY WORKER	SEA	B	173	29.0776	30.5314	32.0581	33.6609	35.3441	37.1111	7/3/2016

**City of Sunnyvale**  
**Salary Table - Regular Full-Time and Part-Time Classifications**

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
4090	SR PLAN CHECK ENGINEER	SEA	B	691	53.2482	55.9107	58.7060	61.6415	64.7236	67.9597	7/3/2016
1260	SR PLANNER	SEA	B	654	44.4631	46.6862	49.0205	51.4717	54.0452	56.7475	7/3/2016
2201	SR PROGRAMMER ANALYST	SEA	B	631	47.3486	49.7161	52.2019	54.8120	57.5526	60.4301	7/3/2016
1860	SR TRAFFIC ENGINEER	SEA	B	181	51.0996	53.6546	56.3371	59.1541	62.1119	65.2174	7/3/2016
1865	SR TRANSPORTATION ENGINEER	SEA	B	610	48.6661	51.0995	53.6545	56.3370	59.1540	62.1118	7/3/2016
1875	SR TRANSPORTATION PLANNER	SEA	B	657	46.0592	48.3623	50.7802	53.3192	55.9852	58.7844	7/3/2016
5930	SR WASTEWATER COLLECTIONS WORKER	SEA	B	177	29.0776	30.5314	32.0581	33.6609	35.3441	37.1111	7/3/2016
5820	SR WATER DISTRIBUTION WORKER	SEA	B	696	29.8077	31.2982	32.8630	34.5060	36.2315	38.0431	7/3/2016
5751	SR WATER POLLUTION CONTROL OPERATOR	SEA	B	679	38.5195	40.4455	42.4679	44.5913	46.8209	49.1619	7/3/2016
2504	SR WORKFORCE SERVICES REPRESENTATIVE	SEA	B	666	24.6246	25.8560	27.1488	28.5063	29.9315	31.4282	7/3/2016
5425	SR WPC PLANT MECHANIC	SEA	B	185	39.4821	41.4561	43.5291	45.7054	47.9908	50.3904	7/3/2016
6650	STAFF OFFICE ASSISTANT	SEA	B	180	24.2669	25.4803	26.7542	28.0919	29.4963	30.9712	7/3/2016
6700	STOREKEEPER I	SEA	B	182	28.1249	29.5312	31.0078	32.5584	34.1862	35.8954	7/3/2016
6600	STOREKEEPER II	SEA	B	176	29.5972	31.0771	32.6309	34.2623	35.9755	37.7743	7/3/2016
6710	STOREKEEPER/BUYER	SEA	B	112	35.8914	37.6860	39.5702	41.5487	43.6261	45.8075	7/3/2016
5200	STREET LIGHTING TECHNICIAN	SEA	B	142	32.8124	34.4530	36.1756	37.9844	39.8836	41.8778	7/3/2016
2120	TECHNICAL SUPPORT SPECIALIST	SEA	B	649	42.3552	44.4729	46.6966	49.0313	51.4831	54.0571	7/3/2016
1950	TRAFFIC ENGINEER	SEA	B	188	43.3670	45.5354	47.8122	50.2029	52.7131	55.3487	7/3/2016
4200	TRAFFIC ENGINEERING TECHNICIAN I	SEA	B	127	27.2120	28.5727	30.0014	31.5014	33.0764	34.7302	7/3/2016
4201	TRAFFIC ENGINEERING TECHNICIAN II	SEA	B	607	29.9333	31.4299	33.0015	34.6516	36.3841	38.2032	7/3/2016
1955	TRANSPORTATION ENGINEER	SEA	B	612	41.3021	43.3670	45.5354	47.8122	50.2029	52.7131	7/3/2016
1861	TRANSPORTATION PLANNER	SEA	B	183	44.5732	46.8018	49.1419	51.5991	54.1791	56.8880	7/3/2016
7800	UTILITY WORKER	SEA	B	192	26.8013	28.1414	29.5485	31.0260	32.5772	34.2062	7/3/2016
5920	WASTEWATER COLLECTIONS CREW LEADER	SEA	B	161	32.8124	34.4530	36.1756	37.9844	39.8836	41.8778	7/3/2016
5910	WASTEWATER COLLECTIONS SUPERVISOR	SEA	B	191	36.0933	37.8979	39.7929	41.7825	43.8716	46.0653	7/3/2016
5430	WATER CONSERVATION COORDINATOR	SEA	B	650	34.7460	36.4832	38.3074	40.2228	42.2339	44.3456	7/3/2016
5810	WATER DISTRIBUTION CREW LEADER	SEA	B	695	33.6335	35.3152	37.0810	38.9352	40.8820	42.9262	7/3/2016
5800	WATER DISTRIBUTION SUPERVISOR	SEA	B	694	36.9941	38.8439	40.7861	42.8254	44.9666	47.2150	7/3/2016
5830	WATER DISTRIBUTION WORKER	SEA	B	697	28.1414	29.5485	31.0260	32.5772	34.2062	35.9165	7/3/2016
5880	WATER METER REPAIR WORKER	SEA	B	195	29.0776	30.5314	32.0581	33.6609	35.3441	37.1111	7/3/2016
5901	WATER POLLUTION CONTROL OPERATOR I	SEA	B	197	32.8601	34.5032	36.2283	38.0396	39.9417	41.9388	7/3/2016
5900	WATER POLLUTION CONTROL OPERATOR II	SEA	B	202	33.6817	35.3658	37.1341	38.9909	40.9403	42.9873	7/3/2016
7900	WATER POLLUTION CONTROL OPERATOR IN TRAINING	SEA	B	199	25.1376	26.3944	27.7141	29.0999	30.5547	32.0826	7/3/2016
5399	WATER POLLUTION CONTROL PLANT MECHANIC IN TRAINING	SEA	B	713	30.5721	32.1007	33.7058	35.3910	37.1606	39.0186	7/3/2016

**City of Sunnyvale**  
**Salary Table - Regular Full-Time and Part-Time Classifications**

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
5435	WATER POLLUTION CONTROL PLANT SYSTEMS INTEGRATOR	SEA	B	711	43.7329	45.9196	48.2156	50.6264	53.1577	55.8155	7/3/2016
4100	WATER SYSTEM OPERATOR	SEA	B	186	33.2730	34.9365	36.6833	38.5176	40.4436	42.4658	7/3/2016
2540	WEB AND COMMUNICATIONS SPECIALIST	SEA	B	706	36.0281	37.8295	39.7209	41.7070	43.7923	45.9820	7/3/2016
2550	WORKFORCE DEVELOPMENT ANALYST	SEA	B	661	30.2026	31.7128	33.2984	34.9634	36.7115	38.5472	7/3/2016
2503	WORKFORCE SERVICES REPRESENTATIVE	SEA	B	667	22.3446	23.4618	24.6348	25.8665	27.1599	28.5179	7/3/2016
5400	WPC PLANT MECHANIC	SEA	B	154	35.7893	37.5788	39.4576	41.4306	43.5022	45.6772	7/3/2016

**Assignments of Grade and Pay Ranges to Pay Plan as Referenced in the Salary Resolution**

**SEA:**

**Category B**, applies to Miscellaneous Classified Employees

Pay rates for **Categories A, B, C, G and L** consist of hourly pay rates for each available step in each classification

**City of Sunnyvale**  
**Salary Table - Regular Full-Time and Part-Time Classifications**

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
1000	ACCOUNTANT	SEA	B	101	37.6106	39.4910	41.4655	43.5389	45.7158	48.0015	7/2/2017
6800	ACCOUNTING TECHNICIAN	SEA	B	646	28.8785	30.3224	31.8387	33.4305	35.1020	36.8571	7/2/2017
1100	ADMINISTRATIVE AIDE	SEA	B	104	34.1385	35.8456	37.6377	39.5197	41.4957	43.5705	7/2/2017
1102	ADMINISTRATIVE AIDE - Employment Development	SEA	B	104	34.1385	35.8456	37.6377	39.5197	41.4957	43.5705	7/2/2017
1150	ADMINISTRATIVE AIDE/GRANT COMPLIANCE COORDINATOR	SEA	B	104	34.1385	35.8456	37.6377	39.5197	41.4957	43.5705	7/2/2017
1250	ADMINISTRATIVE ANALYST	SEA	B	630	35.6849	37.4692	39.3427	41.3098	43.3753	45.5440	7/2/2017
2170	ANIMAL CONTROL OFFICER	SEA	B	106	33.1440	34.8012	36.5412	38.3682	40.2867	42.3009	7/2/2017
5015	ASSISTANT GOLF PROFESSIONAL	SEA	B	665	20.5224	21.5485	22.6260	23.7573	24.9451	26.1924	7/2/2017
1251	ASSISTANT PLANNER	SEA	B	126	34.3835	36.1027	37.9078	39.8032	41.7932	43.8831	7/2/2017
1200	ASSOCIATE PLANNER	SEA	B	107	41.3664	43.4348	45.6067	47.8870	50.2813	52.7953	7/2/2017
1205	AUTOMOTIVE SHOP ATTENDANT	SEA	B	669	16.7355	17.5723	18.4508	19.3732	20.3420	21.3592	7/2/2017
4001	BUILDING INSPECTOR I	SEA	B	702	36.2544	38.0671	39.9706	41.9692	44.0677	46.2712	7/2/2017
4000	BUILDING INSPECTOR II	SEA	B	111	39.9706	41.9692	44.0677	46.2712	48.5846	51.0140	7/2/2017
2501	BUSINESS LIAISON	SEA	B	124	31.4107	32.9813	34.6303	36.3619	38.1800	40.0891	7/2/2017
6750	BUYER I	SEA	B	145	33.1501	34.8076	36.5480	38.3754	40.2940	42.3088	7/2/2017
2000	BUYER II	SEA	B	112	37.3271	39.1934	41.1530	43.2106	45.3711	47.6398	7/2/2017
2500	CAREER ADVISOR	SEA	B	124	31.4107	32.9813	34.6303	36.3619	38.1800	40.0891	7/2/2017
1400	CIVIL ENGINEER	SEA	B	116	45.1017	47.3568	49.7247	52.2110	54.8216	57.5626	7/2/2017
6805	COLLECTIONS SPECIALIST	SEA	B	646	28.8785	30.3224	31.8387	33.4305	35.1020	36.8571	7/2/2017
2351	COMMUNITY SERVICES COORDINATOR I	SEA	B	164	31.8854	33.4798	35.1537	36.9113	38.7568	40.6947	7/2/2017
2300	COMMUNITY SERVICES COORDINATOR II	SEA	B	628	36.9116	38.7571	40.6950	42.7298	44.8662	47.1097	7/2/2017
2150	COMMUNITY SERVICES OFFICER	SEA	B	106	33.1440	34.8012	36.5412	38.3682	40.2867	42.3009	7/2/2017
5753	CROSS CONNECTION CONTROL SPECIALIST	SEA	B	186	34.6039	36.3340	38.1506	40.0583	42.0613	44.1644	7/2/2017
6675	CUSTOMER SERVICE REPRESENTATIVE	SEA	B	648	28.5698	29.9983	31.4983	33.0732	34.7268	36.4630	7/2/2017
2460	DEPUTY CITY CLERK	SEA	B	637	35.6849	37.4692	39.3427	41.3098	43.3753	45.5440	7/2/2017
2650	ED INFORMATION SYSTEMS ANALYST	SEA	B	108	38.2071	40.1177	42.1234	44.2296	46.4412	48.7633	7/2/2017
2160	EMERGENCY MANAGEMENT COORDINATOR	SEA	B	106	33.1440	34.8012	36.5412	38.3682	40.2867	42.3009	7/2/2017
2480	EMERGENCY MEDICAL SERVICES COORDINATOR	SEA	B	674	43.6126	45.7931	48.0829	50.4870	53.0113	55.6619	7/2/2017
1160	EMPLOYMENT TRAINING PROGRAM COORDINATOR	SEA	B	611	34.2539	35.9665	37.7649	39.6531	41.6359	43.7176	7/2/2017
1500	ENGINEERING ASSISTANT I	SEA	B	117	37.7020	39.5873	41.5666	43.6450	45.8271	48.1186	7/2/2017
1410	ENGINEERING ASSISTANT II	SEA	B	660	41.4025	43.4727	45.6462	47.9286	50.3251	52.8413	7/2/2017
4900	ENVIRONMENTAL CHEMIST I	SEA	B	196	31.6984	33.2832	34.9473	36.6947	38.5295	40.4560	7/2/2017
1351	ENVIRONMENTAL CHEMIST II	SEA	B	100	36.8687	38.7124	40.6480	42.6805	44.8143	47.0551	7/2/2017
1350	ENVIRONMENTAL COMPLIANCE INSPECTOR	SEA	B	135	36.1967	38.0065	39.9068	41.9021	43.9972	46.1969	7/2/2017

**City of Sunnyvale**  
**Salary Table - Regular Full-Time and Part-Time Classifications**

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
1840	ENVIRONMENTAL ENGINEERING COORDINATOR	SEA	B	168	49.4447	51.9169	54.5127	57.2383	60.1004	63.1053	7/2/2017
5050	EQUIPMENT MECHANIC	SEA	B	128	32.5620	34.1900	35.8996	37.6943	39.5791	41.5580	7/2/2017
7100	EQUIPMENT MECHANIC-IN-TRAINING	SEA	B	129	27.8150	29.2057	30.6661	32.1994	33.8094	35.4999	7/2/2017
5310	FACILITIES TECHNICIAN I	SEA	B	680	26.5718	27.9004	29.2954	30.7602	32.2982	33.9133	7/2/2017
5315	FACILITIES TECHNICIAN II	SEA	B	681	27.8734	29.2671	30.7304	32.2670	33.8803	35.5744	7/2/2017
5320	FACILITIES TECHNICIAN III	SEA	B	682	30.2407	31.7527	33.3404	35.0073	36.7579	38.5955	7/2/2017
5300	FACILITY ATTENDANT I	SEA	B	670	16.7355	17.5723	18.4508	19.3732	20.3420	21.3592	7/2/2017
5301	FACILITY ATTENDANT II	SEA	B	671	20.8405	21.8824	22.9766	24.1255	25.3317	26.5982	7/2/2017
6830	FINANCE ANALYST I	SEA	B	692	33.9857	35.6850	37.4694	39.3428	41.3099	43.3754	7/2/2017
6840	FINANCE ANALYST II	SEA	B	693	35.6849	37.4692	39.3427	41.3098	43.3753	45.5440	7/2/2017
6875	FINANCE TECHNICIAN	SEA	B	677	32.7295	34.3661	36.0843	37.8886	39.7828	41.7720	7/2/2017
4460	FIRE PREVENTION SPECIALIST I	SEA	B	617	29.5928	31.0724	32.6260	34.2573	35.9703	37.7687	7/2/2017
4461	FIRE PREVENTION SPECIALIST II	SEA	B	106	33.1440	34.8012	36.5412	38.3682	40.2867	42.3009	7/2/2017
4480	FIRE PROTECTION ENGINEER	SEA	B	652	49.4447	51.9169	54.5127	57.2383	60.1004	63.1053	7/2/2017
4475	FIRE PROTECTION INSPECTOR	SEA	B	651	41.2041	43.2641	45.4274	47.6988	50.0837	52.5878	7/2/2017
4490	FLEET SERVICES COORDINATOR	SEA	B	700	39.0744	41.0278	43.0793	45.2332	47.4950	49.8697	7/2/2017
5025	GOLF COURSE EQUIPMENT MECHANIC	SEA	B	645	32.5620	34.1900	35.8996	37.6943	39.5791	41.5580	7/2/2017
5010	GOLF PROFESSIONAL	SEA	B	664	28.2606	29.6739	31.1576	32.7154	34.3511	36.0687	7/2/2017
2505	GRAPHIC ARTIST	SEA	B	184	25.2376	26.4995	27.8244	29.2156	30.6762	32.2100	7/2/2017
7300	GREENSKEEPER	SEA	B	134	34.1249	35.8311	37.6226	39.5038	41.4789	43.5529	7/2/2017
7325	GROUNDWORKER	SEA	B	626	16.7355	17.5723	18.4508	19.3732	20.3420	21.3592	7/2/2017
4420	HAZARDOUS MATERIALS COORDINATOR	SEA	B	618	60.4081	63.4287	66.6000	69.9300	73.4266	77.0978	7/2/2017
4450	HAZARDOUS MATERIALS INSPECTOR	SEA	B	110	50.2834	52.7977	55.4374	58.2092	61.1199	64.1758	7/2/2017
5100	HEAVY EQUIPMENT OPERATOR	SEA	B	130	32.5387	34.1656	35.8738	37.6673	39.5508	41.5282	7/2/2017
2430	HELP DESK TECHNICIAN	SEA	B	708	31.8063	33.3966	35.0664	36.8197	38.6608	40.5938	7/2/2017
2925	HOUSING PROGRAMS ANALYST	SEA	B	179	36.2686	38.0820	39.9861	41.9853	44.0847	46.2887	7/2/2017
2950	HOUSING PROGRAMS TECHNICIAN	SEA	B	104	34.1385	35.8456	37.6377	39.5197	41.4957	43.5705	7/2/2017
4400	HOUSING REHABILITATION SPECIALIST	SEA	B	131	37.0104	38.8608	40.8041	42.8443	44.9864	47.2359	7/2/2017
2450	I.T. COORDINATOR	SEA	B	123	43.2794	45.4434	47.7156	50.1014	52.6063	55.2368	7/2/2017
4950	LABORATORY/FIELD TECHNICIAN	SEA	B	620	29.1654	30.6237	32.1551	33.7628	35.4510	37.2235	7/2/2017
4960	LANDFILL TECHNICIAN	SEA	B	672	28.4743	29.8980	31.3930	32.9625	34.6106	36.3411	7/2/2017
5150	LEAD EQUIPMENT MECHANIC	SEA	B	136	36.4693	38.2928	40.2073	42.2178	44.3285	46.5451	7/2/2017
1600	LIBRARIAN	SEA	B	139	33.0285	34.6798	36.4138	38.2347	40.1463	42.1536	7/2/2017
2100	LIBRARY ASSISTANT	SEA	B	140	26.9331	28.2797	29.6937	31.1784	32.7372	34.3742	7/2/2017



**City of Sunnyvale**  
**Salary Table - Regular Full-Time and Part-Time Classifications**

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
5250	MAIL CLERK	SEA	B	690	20.7469	21.7844	22.8736	24.0171	25.2179	26.4788	7/2/2017
5860	MAINTENANCE WORKER I	SEA	B	699	26.5462	27.8734	29.2671	30.7304	32.2670	33.8803	7/2/2017
5850	MAINTENANCE WORKER II	SEA	B	698	27.8734	29.2671	30.7304	32.2670	33.8803	35.5744	7/2/2017
6150	METER READER	SEA	B	147	28.0749	29.4786	30.9526	32.5002	34.1253	35.8316	7/2/2017
2349	NEIGHBORHOOD PRESERVATION SPECIALIST	SEA	B	118	32.7260	34.3623	36.0804	37.8845	39.7786	41.7676	7/2/2017
4825	NETWORK ENGINEER	SEA	B	642	49.2425	51.7047	54.2900	57.0045	59.8547	62.8473	7/2/2017
2420	NETWORK TECHNICIAN	SEA	B	687	35.8457	37.6378	39.5197	41.4957	43.5705	45.7491	7/2/2017
6200	OFFICE ASSISTANT	SEA	B	149	22.8910	24.0352	25.2372	26.4990	27.8241	29.2152	7/2/2017
6250	OFFICE CLERK	SEA	B	150	20.7469	21.7844	22.8736	24.0171	25.2179	26.4788	7/2/2017
5350	PARKS LEADER	SEA	B	153	34.1249	35.8311	37.6226	39.5038	41.4789	43.5529	7/2/2017
7320	PARKS SUPERVISOR	SEA	B	613	37.5370	39.4138	41.3846	43.4538	45.6265	47.9079	7/2/2017
7600	PARKS WORKER I	SEA	B	198	26.5718	27.9004	29.2954	30.7602	32.2982	33.9133	7/2/2017
7650	PARKS WORKER II	SEA	B	600	27.8734	29.2671	30.7304	32.2670	33.8803	35.5744	7/2/2017
7675	PARKS WORKER III	SEA	B	614	30.2407	31.7527	33.3404	35.0073	36.7579	38.5955	7/2/2017
4080	PERMIT CENTER COORDINATOR	SEA	B	655	46.8936	49.2383	51.7002	54.2854	56.9997	59.8495	7/2/2017
2110	PERMIT CLERK I	SEA	B	180	25.2376	26.4995	27.8244	29.2156	30.6762	32.2100	7/2/2017
2112	PERMIT CLERK II	SEA	B	172	28.5698	29.9983	31.4983	33.0732	34.7268	36.4630	7/2/2017
2115	PERMIT TECHNICIAN	SEA	B	639	31.5360	33.1129	34.7684	36.5068	38.3322	40.2487	7/2/2017
2440	PERSONAL COMPUTER TECHNICIAN	SEA	B	708	31.8063	33.3966	35.0664	36.8197	38.6608	40.5938	7/2/2017
4875	PLAN CHECK ENGINEER	SEA	B	627	49.4447	51.9169	54.5127	57.2383	60.1004	63.1053	7/2/2017
4855	PLAN CHECKER I	SEA	B	662	38.0669	39.9702	41.9688	44.0672	46.2705	48.5840	7/2/2017
4805	PLAN CHECKER II	SEA	B	656	41.9691	44.0675	46.2708	48.5844	51.0137	53.5645	7/2/2017
7500	PRESS OPERATOR	SEA	B	155	25.7016	26.9866	28.3359	29.7527	31.2404	32.8024	7/2/2017
1020	PRINCIPAL ACCOUNTANT	SEA	B	616	45.8015	48.0916	50.4963	53.0211	55.6721	58.4557	7/2/2017
2050	PRINCIPAL BUYER	SEA	B	683	43.1132	45.2687	47.5323	49.9089	52.4042	55.0246	7/2/2017
5730	PRINCIPAL DESIGN AND CONSTRUCTION OPERATOR	SEA	B	710	45.7888	48.0786	50.4825	53.0066	55.6568	58.4397	7/2/2017
2204	PRINCIPAL NETWORK ENGINEER	SEA	B	632	58.3408	61.2578	64.3208	67.5369	70.9136	74.4594	7/2/2017
6300	PRINCIPAL OFFICE ASSISTANT	SEA	B	156	32.3798	33.9987	35.6987	37.4837	39.3579	41.3258	7/2/2017
1700	PRINCIPAL PLANNER	SEA	B	157	51.1171	53.6729	56.3566	59.1745	62.1332	65.2398	7/2/2017
2202	PRINCIPAL PROGRAMMER ANALYST	SEA	B	632	58.3408	61.2578	64.3208	67.5369	70.9136	74.4594	7/2/2017
6701	PRINCIPAL STOREKEEPER	SEA	B	668	33.2435	34.9055	36.6508	38.4835	40.4076	42.4279	7/2/2017
1885	PRINCIPAL TRANSPORTATION ENGINEER/PLANNER	SEA	B	709	55.4200	58.1909	61.1005	64.1556	67.3633	70.7314	7/2/2017
5752	PRINCIPAL WATER POLLUTION CONTROL OPERATOR	SEA	B	710	45.7888	48.0786	50.4825	53.0066	55.6568	58.4397	7/2/2017
1255	PROGRAM COORDINATOR	SEA	B	638	35.6849	37.4692	39.3427	41.3098	43.3753	45.5440	7/2/2017

**City of Sunnyvale**  
**Salary Table - Regular Full-Time and Part-Time Classifications**

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
2200	PROGRAMMER ANALYST	SEA	B	103	44.4084	46.6288	48.9603	51.4082	53.9785	56.6776	7/2/2017
7400	PUBLIC SAFETY MAINTENANCE WORKER	SEA	B	144	26.5718	27.9004	29.2954	30.7602	32.2982	33.9133	7/2/2017
6351	PUBLIC SAFETY PROPERTY CLERK I	SEA	B	615	29.2421	30.7041	32.2394	33.8513	35.5438	37.3209	7/2/2017
6350	PUBLIC SAFETY PROPERTY CLERK II	SEA	B	159	30.7811	32.3202	33.9361	35.6328	37.4145	39.2853	7/2/2017
1130	PUBLIC SAFETY RECORDS COORDINATOR	SEA	B	621	33.4574	35.1304	36.8867	38.7312	40.6678	42.7012	7/2/2017
6050	PUBLIC SAFETY RECORDS SPECIALIST I	SEA	B	633	24.8034	26.0438	27.3460	28.7132	30.1488	31.6561	7/2/2017
6051	PUBLIC SAFETY RECORDS SPECIALIST II	SEA	B	634	27.5596	28.9376	30.3844	31.9037	33.4988	35.1737	7/2/2017
6052	PUBLIC SAFETY RECORDS SR SPECIALIST	SEA	B	635	30.3154	31.8312	33.4226	35.0938	36.8484	38.6909	7/2/2017
2180	PUBLIC SAFETY SPECIALIST	SEA	B	106	33.1440	34.8012	36.5412	38.3682	40.2867	42.3009	7/2/2017
4650	PUBLIC WORKS CONSTRUCTION INSPECTOR	SEA	B	160	37.0105	38.8611	40.8042	42.8444	44.9866	47.2360	7/2/2017
5510	PUBLIC WORKS CREW LEADER	SEA	B	161	34.1249	35.8311	37.6226	39.5038	41.4789	43.5529	7/2/2017
5640	PUBLIC WORKS SUPERVISOR	SEA	B	191	37.5370	39.4138	41.3846	43.4538	45.6265	47.9079	7/2/2017
5870	QUALITY ASSURANCE OFFICER	SEA	B	707	45.1447	47.4063	49.7767	52.2654	54.8788	57.6229	7/2/2017
5431	RECYCLED WATER COORDINATOR	SEA	B	663	36.1358	37.9425	39.8397	41.8317	43.9233	46.1194	7/2/2017
1345	SOLID WASTE CONTRACT ADMINISTRATOR	SEA	B	115	49.4447	51.9169	54.5127	57.2383	60.1004	63.1053	7/2/2017
4800	SOLID WASTE SPECIALIST	SEA	B	169	38.4223	40.3434	42.3606	44.4785	46.7026	49.0375	7/2/2017
1010	SR ACCOUNTANT	SEA	B	641	41.3715	43.4401	45.6121	47.8929	50.2874	52.8018	7/2/2017
6850	SR ACCOUNTING TECHNICIAN	SEA	B	647	32.7295	34.3661	36.0843	37.8886	39.7828	41.7720	7/2/2017
4700	SR BUILDING INSPECTOR	SEA	B	167	44.0315	46.2329	48.5446	50.9719	53.5206	56.1965	7/2/2017
5651	SR BUILDING SERVICES LEADER	SEA	B	604	37.5370	39.4138	41.3846	43.4538	45.6265	47.9079	7/2/2017
1140	SR BUYER	SEA	B	624	41.0599	43.1131	45.2686	47.5322	49.9088	52.4041	7/2/2017
2145	SR COMMUNITY SERVICES OFFICER	SEA	B	151	37.9170	39.8129	41.8035	43.8937	46.0884	48.3928	7/2/2017
1850	SR CONSTRUCTION INSPECTOR/COORDINATOR	SEA	B	174	44.0315	46.2329	48.5446	50.9719	53.5206	56.1965	7/2/2017
4150	SR CRIME ANALYST	SEA	B	653	44.9519	47.1997	49.5596	52.0376	54.6394	57.3715	7/2/2017
1300	SR ENVIRONMENTAL CHEMIST	SEA	B	114	40.7992	42.8391	44.9809	47.2300	49.5916	52.0710	7/2/2017
1349	SR ENVIRONMENTAL COMPLIANCE INSPECTOR	SEA	B	146	42.0232	44.1246	46.3309	48.6472	51.0796	53.6336	7/2/2017
7301	SR GREENSKEEPER	SEA	B	609	37.5371	39.4139	41.3847	43.4539	45.6267	47.9080	7/2/2017
4325	SR HOUSING REHABILITATION SPECIALIST	SEA	B	601	40.7112	42.7468	44.8841	47.1283	49.4846	51.9588	7/2/2017
2400	SR LIBRARY ASSISTANT	SEA	B	170	28.0396	29.4416	30.9136	32.4593	34.0822	35.7864	7/2/2017
5710	SR MAINTENANCE WORKER	SEA	B	177	30.2407	31.7527	33.3404	35.0073	36.7579	38.5955	7/2/2017
6450	SR METER READER	SEA	B	171	30.3677	31.8860	33.4804	35.1544	36.9122	38.7579	7/2/2017
2345	SR NEIGHBORHOOD PRESERVATION SPECIALIST	SEA	B	148	36.0001	37.7999	39.6900	41.6746	43.7582	45.9462	7/2/2017
6500	SR OFFICE ASSISTANT	SEA	B	172	28.5698	29.9983	31.4983	33.0732	34.7268	36.4630	7/2/2017
5600	SR PARK UTILITY WORKER	SEA	B	173	30.2407	31.7527	33.3404	35.0073	36.7579	38.5955	7/2/2017

**City of Sunnyvale**  
**Salary Table - Regular Full-Time and Part-Time Classifications**

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
4090	SR PLAN CHECK ENGINEER	SEA	B	691	55.3781	58.1471	61.0542	64.1072	67.3125	70.6781	7/2/2017
1260	SR PLANNER	SEA	B	654	46.2416	48.5536	50.9813	53.5306	56.2070	59.0174	7/2/2017
2201	SR PROGRAMMER ANALYST	SEA	B	631	49.2425	51.7047	54.2900	57.0045	59.8547	62.8473	7/2/2017
1860	SR TRAFFIC ENGINEER	SEA	B	181	53.1436	55.8008	58.5906	61.5203	64.5964	67.8261	7/2/2017
1865	SR TRANSPORTATION ENGINEER	SEA	B	610	50.6127	53.1435	55.8007	58.5905	61.5202	64.5963	7/2/2017
1875	SR TRANSPORTATION PLANNER	SEA	B	657	47.9016	50.2968	52.8114	55.4520	58.2246	61.1358	7/2/2017
5930	SR WASTEWATER COLLECTIONS WORKER	SEA	B	177	30.2407	31.7527	33.3404	35.0073	36.7579	38.5955	7/2/2017
5820	SR WATER DISTRIBUTION WORKER	SEA	B	696	31.0000	32.5501	34.1775	35.8862	37.6808	39.5648	7/2/2017
5751	SR WATER POLLUTION CONTROL OPERATOR	SEA	B	679	40.0603	42.0633	44.1666	46.3750	48.6937	51.1284	7/2/2017
2504	SR WORKFORCE SERVICES REPRESENTATIVE	SEA	B	666	25.6096	26.8902	28.2348	29.6466	31.1288	32.6853	7/2/2017
5425	SR WPC PLANT MECHANIC	SEA	B	185	41.0614	43.1143	45.2703	47.5336	49.9104	52.4060	7/2/2017
6650	STAFF OFFICE ASSISTANT	SEA	B	180	25.2376	26.4995	27.8244	29.2156	30.6762	32.2100	7/2/2017
6700	STOREKEEPER I	SEA	B	182	29.2499	30.7124	32.2481	33.8607	35.5536	37.3312	7/2/2017
6600	STOREKEEPER II	SEA	B	176	30.7811	32.3202	33.9361	35.6328	37.4145	39.2853	7/2/2017
6710	STOREKEEPER/BUYER	SEA	B	112	37.3271	39.1934	41.1530	43.2106	45.3711	47.6398	7/2/2017
5200	STREET LIGHTING TECHNICIAN	SEA	B	142	34.1249	35.8311	37.6226	39.5038	41.4789	43.5529	7/2/2017
2120	TECHNICAL SUPPORT SPECIALIST	SEA	B	649	44.0494	46.2518	48.5645	50.9926	53.5424	56.2194	7/2/2017
1950	TRAFFIC ENGINEER	SEA	B	188	45.1017	47.3568	49.7247	52.2110	54.8216	57.5626	7/2/2017
4200	TRAFFIC ENGINEERING TECHNICIAN I	SEA	B	127	28.3005	29.7156	31.2015	32.7615	34.3995	36.1194	7/2/2017
4201	TRAFFIC ENGINEERING TECHNICIAN II	SEA	B	607	31.1306	32.6871	34.3216	36.0377	37.8395	39.7313	7/2/2017
1955	TRANSPORTATION ENGINEER	SEA	B	612	42.9542	45.1017	47.3568	49.7247	52.2110	54.8216	7/2/2017
1861	TRANSPORTATION PLANNER	SEA	B	183	46.3561	48.6739	51.1076	53.6631	56.3463	59.1635	7/2/2017
7800	UTILITY WORKER	SEA	B	192	27.8734	29.2671	30.7304	32.2670	33.8803	35.5744	7/2/2017
5920	WASTEWATER COLLECTIONS CREW LEADER	SEA	B	161	34.1249	35.8311	37.6226	39.5038	41.4789	43.5529	7/2/2017
5910	WASTEWATER COLLECTIONS SUPERVISOR	SEA	B	191	37.5370	39.4138	41.3846	43.4538	45.6265	47.9079	7/2/2017
5430	WATER CONSERVATION COORDINATOR	SEA	B	650	36.1358	37.9425	39.8397	41.8317	43.9233	46.1194	7/2/2017
5810	WATER DISTRIBUTION CREW LEADER	SEA	B	695	34.9788	36.7278	38.5642	40.4926	42.5173	44.6432	7/2/2017
5800	WATER DISTRIBUTION SUPERVISOR	SEA	B	694	38.4739	40.3977	42.4175	44.5384	46.7653	49.1036	7/2/2017
5830	WATER DISTRIBUTION WORKER	SEA	B	697	29.2671	30.7304	32.2670	33.8803	35.5744	37.3532	7/2/2017
5880	WATER METER REPAIR WORKER	SEA	B	195	30.2407	31.7527	33.3404	35.0073	36.7579	38.5955	7/2/2017
5901	WATER POLLUTION CONTROL OPERATOR I	SEA	B	197	34.1745	35.8833	37.6774	39.5612	41.5394	43.6164	7/2/2017
5900	WATER POLLUTION CONTROL OPERATOR II	SEA	B	202	35.0290	36.7804	38.6195	40.5505	42.5779	44.7068	7/2/2017
7900	WATER POLLUTION CONTROL OPERATOR IN TRAINING	SEA	B	199	26.1431	27.4502	28.8227	30.2639	31.7769	33.3659	7/2/2017
5399	WATER POLLUTION CONTROL PLANT MECHANIC IN TRAINING	SEA	B	713	31.7950	33.3847	35.0540	36.8066	38.6470	40.5793	7/2/2017

**City of Sunnyvale**  
**Salary Table - Regular Full-Time and Part-Time Classifications**

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
5435	WATER POLLUTION CONTROL PLANT SYSTEMS INTEGRATOR	SEA	B	711	45.4822	47.7564	50.1442	52.6515	55.2840	58.0481	7/2/2017
4100	WATER SYSTEM OPERATOR	SEA	B	186	34.6039	36.3340	38.1506	40.0583	42.0613	44.1644	7/2/2017
2540	WEB AND COMMUNICATIONS SPECIALIST	SEA	B	706	37.4692	39.3427	41.3097	43.3753	45.5440	47.8213	7/2/2017
2550	WORKFORCE DEVELOPMENT ANALYST	SEA	B	661	31.4107	32.9813	34.6303	36.3619	38.1800	40.0891	7/2/2017
2503	WORKFORCE SERVICES REPRESENTATIVE	SEA	B	667	23.2384	24.4003	25.6202	26.9012	28.2463	29.6586	7/2/2017
5400	WPC PLANT MECHANIC	SEA	B	154	37.2209	39.0820	41.0359	43.0878	45.2423	47.5043	7/2/2017

**Assignments of Grade and Pay Ranges to Pay Plan as Referenced in the Salary Resolution:**

**SEA:**

**Category B**, applies to Miscellaneous Classified Employees

Pay rates for **Categories A, B, C, G and L** consist of hourly pay rates for each available step in each classification

**City of Sunnyvale**  
**Salary Table - Regular Full-Time and Part-Time Classifications**

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
1000	ACCOUNTANT	SEA	B	101	38.3628	40.2808	42.2948	44.4097	46.6301	48.9615	7/1/2018
6800	ACCOUNTING TECHNICIAN	SEA	B	646	29.4561	30.9288	32.4755	34.0991	35.8040	37.5942	7/1/2018
1100	ADMINISTRATIVE AIDE	SEA	B	104	34.8213	36.5625	38.3905	40.3101	42.3256	44.4419	7/1/2018
1102	ADMINISTRATIVE AIDE - Employment Development	SEA	B	104	34.8213	36.5625	38.3905	40.3101	42.3256	44.4419	7/1/2018
1150	ADMINISTRATIVE AIDE/GRANT COMPLIANCE COORDINATOR	SEA	B	104	34.8213	36.5625	38.3905	40.3101	42.3256	44.4419	7/1/2018
1250	ADMINISTRATIVE ANALYST	SEA	B	630	36.3986	38.2186	40.1296	42.1360	44.2428	46.4549	7/1/2018
2170	ANIMAL CONTROL OFFICER	SEA	B	106	33.8069	35.4972	37.2720	39.1356	41.0924	43.1469	7/1/2018
5015	ASSISTANT GOLF PROFESSIONAL	SEA	B	665	20.9328	21.9795	23.0785	24.2324	25.4440	26.7162	7/1/2018
1251	ASSISTANT PLANNER	SEA	B	126	35.0712	36.8248	38.6660	40.5993	42.6291	44.7608	7/1/2018
1200	ASSOCIATE PLANNER	SEA	B	107	42.1937	44.3035	46.5188	48.8447	51.2869	53.8512	7/1/2018
1205	AUTOMOTIVE SHOP ATTENDANT	SEA	B	669	17.0702	17.9237	18.8198	19.7607	20.7488	21.7864	7/1/2018
4001	BUILDING INSPECTOR I	SEA	B	702	36.9795	38.8284	40.7700	42.8086	44.9491	47.1966	7/1/2018
4000	BUILDING INSPECTOR II	SEA	B	111	40.7700	42.8086	44.9491	47.1966	49.5563	52.0343	7/1/2018
2501	BUSINESS LIAISON	SEA	B	124	32.0389	33.6409	35.3229	37.0891	38.9436	40.8909	7/1/2018
6750	BUYER I	SEA	B	145	33.8131	35.5038	37.2790	39.1429	41.0999	43.1550	7/1/2018
2000	BUYER II	SEA	B	112	38.0736	39.9773	41.9761	44.0748	46.2785	48.5926	7/1/2018
2500	CAREER ADVISOR	SEA	B	124	32.0389	33.6409	35.3229	37.0891	38.9436	40.8909	7/1/2018
1400	CIVIL ENGINEER	SEA	B	116	46.0037	48.3039	50.7192	53.2552	55.9180	58.7139	7/1/2018
6805	COLLECTIONS SPECIALIST	SEA	B	646	29.4561	30.9288	32.4755	34.0991	35.8040	37.5942	7/1/2018
2351	COMMUNITY SERVICES COORDINATOR I	SEA	B	164	32.5231	34.1494	35.8568	37.6495	39.5319	41.5086	7/1/2018
2300	COMMUNITY SERVICES COORDINATOR II	SEA	B	628	37.6498	39.5322	41.5089	43.5844	45.7635	48.0519	7/1/2018
2150	COMMUNITY SERVICES OFFICER	SEA	B	106	33.8069	35.4972	37.2720	39.1356	41.0924	43.1469	7/1/2018
5753	CROSS CONNECTION CONTROL SPECIALIST	SEA	B	186	35.2960	37.0607	38.9136	40.8595	42.9025	45.0477	7/1/2018
6675	CUSTOMER SERVICE REPRESENTATIVE	SEA	B	648	29.1412	30.5983	32.1283	33.7347	35.4213	37.1923	7/1/2018
2460	DEPUTY CITY CLERK	SEA	B	637	36.3986	38.2186	40.1296	42.1360	44.2428	46.4549	7/1/2018
2650	ED INFORMATION SYSTEMS ANALYST	SEA	B	108	38.9712	40.9201	42.9659	45.1142	47.3700	49.7386	7/1/2018
2160	EMERGENCY MANAGEMENT COORDINATOR	SEA	B	106	33.8069	35.4972	37.2720	39.1356	41.0924	43.1469	7/1/2018
2480	EMERGENCY MEDICAL SERVICES COORDINATOR	SEA	B	674	44.4849	46.7090	49.0446	51.4967	54.0715	56.7751	7/1/2018
1160	EMPLOYMENT TRAINING PROGRAM COORDINATOR	SEA	B	611	34.9390	36.6858	38.5202	40.4462	42.4686	44.5920	7/1/2018
1500	ENGINEERING ASSISTANT I	SEA	B	117	38.4560	40.3790	42.3979	44.5179	46.7436	49.0810	7/1/2018
1410	ENGINEERING ASSISTANT II	SEA	B	660	42.2306	44.3422	46.5591	48.8872	51.3316	53.8981	7/1/2018
4900	ENVIRONMENTAL CHEMIST I	SEA	B	196	32.3324	33.9489	35.6462	37.4286	39.3001	41.2651	7/1/2018
1351	ENVIRONMENTAL CHEMIST II	SEA	B	100	37.6061	39.4866	41.4610	43.5341	45.7106	47.9962	7/1/2018
1350	ENVIRONMENTAL COMPLIANCE INSPECTOR	SEA	B	135	36.9206	38.7666	40.7049	42.7401	44.8771	47.1208	7/1/2018

**City of Sunnyvale**  
**Salary Table - Regular Full-Time and Part-Time Classifications**

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
1840	ENVIRONMENTAL ENGINEERING COORDINATOR	SEA	B	168	50.4336	52.9552	55.6030	58.3831	61.3024	64.3674	7/1/2018
5050	EQUIPMENT MECHANIC	SEA	B	128	33.2132	34.8738	36.6176	38.4482	40.3707	42.3892	7/1/2018
7100	EQUIPMENT MECHANIC-IN-TRAINING	SEA	B	129	28.3713	29.7898	31.2794	32.8434	34.4856	36.2099	7/1/2018
5310	FACILITIES TECHNICIAN I	SEA	B	680	27.1032	28.4584	29.8813	31.3754	32.9442	34.5916	7/1/2018
5315	FACILITIES TECHNICIAN II	SEA	B	681	28.4309	29.8524	31.3450	32.9123	34.5579	36.2859	7/1/2018
5320	FACILITIES TECHNICIAN III	SEA	B	682	30.8455	32.3878	34.0072	35.7074	37.4931	39.3674	7/1/2018
5300	FACILITY ATTENDANT I	SEA	B	670	17.0702	17.9237	18.8198	19.7607	20.7488	21.7864	7/1/2018
5301	FACILITY ATTENDANT II	SEA	B	671	21.2573	22.3200	23.4361	24.6080	25.8383	27.1302	7/1/2018
6830	FINANCE ANALYST I	SEA	B	692	34.6654	36.3987	38.2188	40.1297	42.1361	44.2429	7/1/2018
6840	FINANCE ANALYST II	SEA	B	693	36.3986	38.2186	40.1296	42.1360	44.2428	46.4549	7/1/2018
6875	FINANCE TECHNICIAN	SEA	B	677	33.3841	35.0534	36.8060	38.6464	40.5785	42.6074	7/1/2018
4460	FIRE PREVENTION SPECIALIST I	SEA	B	617	30.1847	31.6938	33.2785	34.9424	36.6897	38.5241	7/1/2018
4461	FIRE PREVENTION SPECIALIST II	SEA	B	106	33.8069	35.4972	37.2720	39.1356	41.0924	43.1469	7/1/2018
4480	FIRE PROTECTION ENGINEER	SEA	B	652	50.4336	52.9552	55.6030	58.3831	61.3024	64.3674	7/1/2018
4475	FIRE PROTECTION INSPECTOR	SEA	B	651	42.0282	44.1294	46.3359	48.6528	51.0854	53.6396	7/1/2018
4490	FLEET SERVICES COORDINATOR	SEA	B	700	39.8559	41.8484	43.9409	46.1379	48.4449	50.8671	7/1/2018
5025	GOLF COURSE EQUIPMENT MECHANIC	SEA	B	645	33.2132	34.8738	36.6176	38.4482	40.3707	42.3892	7/1/2018
5010	GOLF PROFESSIONAL	SEA	B	664	28.8258	30.2674	31.7808	33.3697	35.0381	36.7901	7/1/2018
2505	GRAPHIC ARTIST	SEA	B	184	25.7424	27.0295	28.3809	29.7999	31.2897	32.8542	7/1/2018
7300	GREENSKEEPER	SEA	B	134	34.8074	36.5477	38.3751	40.2939	42.3085	44.4240	7/1/2018
7325	GROUNDWORKER	SEA	B	626	17.0702	17.9237	18.8198	19.7607	20.7488	21.7864	7/1/2018
4420	HAZARDOUS MATERIALS COORDINATOR	SEA	B	618	61.6163	64.6973	67.9320	71.3286	74.8951	78.6398	7/1/2018
4450	HAZARDOUS MATERIALS INSPECTOR	SEA	B	110	51.2891	53.8537	56.5461	59.3734	62.3423	65.4593	7/1/2018
5100	HEAVY EQUIPMENT OPERATOR	SEA	B	130	33.1895	34.8489	36.5913	38.4206	40.3418	42.3588	7/1/2018
2430	HELP DESK TECHNICIAN	SEA	B	708	32.4424	34.0645	35.7677	37.5561	39.4340	41.4057	7/1/2018
2925	HOUSING PROGRAMS ANALYST	SEA	B	179	36.9940	38.8436	40.7858	42.8250	44.9664	47.2145	7/1/2018
2950	HOUSING PROGRAMS TECHNICIAN	SEA	B	104	34.8213	36.5625	38.3905	40.3101	42.3256	44.4419	7/1/2018
4400	HOUSING REHABILITATION SPECIALIST	SEA	B	131	37.7506	39.6380	41.6202	43.7012	45.8861	48.1806	7/1/2018
2450	I.T. COORDINATOR	SEA	B	123	44.1450	46.3523	48.6699	51.1034	53.6584	56.3415	7/1/2018
4950	LABORATORY/FIELD TECHNICIAN	SEA	B	620	29.7487	31.2362	32.7982	34.4381	36.1600	37.9680	7/1/2018
4960	LANDFILL TECHNICIAN	SEA	B	672	29.0438	30.4960	32.0209	33.6218	35.3028	37.0679	7/1/2018
5150	LEAD EQUIPMENT MECHANIC	SEA	B	136	37.1987	39.0587	41.0114	43.0622	45.2151	47.4760	7/1/2018
1600	LIBRARIAN	SEA	B	139	33.6891	35.3734	37.1421	38.9994	40.9492	42.9967	7/1/2018
2100	LIBRARY ASSISTANT	SEA	B	140	27.4718	28.8453	30.2876	31.8020	33.3919	35.0617	7/1/2018

**City of Sunnyvale**  
**Salary Table - Regular Full-Time and Part-Time Classifications**

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
5250	MAIL CLERK	SEA	B	690	21.1618	22.2201	23.3311	24.4974	25.7223	27.0084	7/1/2018
5860	MAINTENANCE WORKER I	SEA	B	699	27.0771	28.4309	29.8524	31.3450	32.9123	34.5579	7/1/2018
5850	MAINTENANCE WORKER II	SEA	B	698	28.4309	29.8524	31.3450	32.9123	34.5579	36.2859	7/1/2018
6150	METER READER	SEA	B	147	28.6364	30.0682	31.5717	33.1502	34.8078	36.5482	7/1/2018
2349	NEIGHBORHOOD PRESERVATION SPECIALIST	SEA	B	118	33.3805	35.0495	36.8020	38.6422	40.5742	42.6030	7/1/2018
4825	NETWORK ENGINEER	SEA	B	642	50.2274	52.7388	55.3758	58.1446	61.0518	64.1042	7/1/2018
2420	NETWORK TECHNICIAN	SEA	B	687	36.5626	38.3906	40.3101	42.3256	44.4419	46.6641	7/1/2018
6200	OFFICE ASSISTANT	SEA	B	149	23.3488	24.5159	25.7419	27.0290	28.3806	29.7995	7/1/2018
6250	OFFICE CLERK	SEA	B	150	21.1618	22.2201	23.3311	24.4974	25.7223	27.0084	7/1/2018
5350	PARKS LEADER	SEA	B	153	34.8074	36.5477	38.3751	40.2939	42.3085	44.4240	7/1/2018
7320	PARKS SUPERVISOR	SEA	B	613	38.2877	40.2021	42.2123	44.3229	46.5390	48.8661	7/1/2018
7600	PARKS WORKER I	SEA	B	198	27.1032	28.4584	29.8813	31.3754	32.9442	34.5916	7/1/2018
7650	PARKS WORKER II	SEA	B	600	28.4309	29.8524	31.3450	32.9123	34.5579	36.2859	7/1/2018
7675	PARKS WORKER III	SEA	B	614	30.8455	32.3878	34.0072	35.7074	37.4931	39.3674	7/1/2018
4080	PERMIT CENTER COORDINATOR	SEA	B	655	47.8315	50.2231	52.7342	55.3711	58.1397	61.0465	7/1/2018
2110	PERMIT CLERK I	SEA	B	180	25.7424	27.0295	28.3809	29.7999	31.2897	32.8542	7/1/2018
2112	PERMIT CLERK II	SEA	B	172	29.1412	30.5983	32.1283	33.7347	35.4213	37.1923	7/1/2018
2115	PERMIT TECHNICIAN	SEA	B	639	32.1667	33.7752	35.4638	37.2369	39.0988	41.0537	7/1/2018
2440	PERSONAL COMPUTER TECHNICIAN	SEA	B	708	32.4424	34.0645	35.7677	37.5561	39.4340	41.4057	7/1/2018
4875	PLAN CHECK ENGINEER	SEA	B	627	50.4336	52.9552	55.6030	58.3831	61.3024	64.3674	7/1/2018
4855	PLAN CHECKER I	SEA	B	662	38.8282	40.7696	42.8082	44.9485	47.1959	49.5557	7/1/2018
4805	PLAN CHECKER II	SEA	B	656	42.8085	44.9489	47.1962	49.5561	52.0340	54.6358	7/1/2018
7500	PRESS OPERATOR	SEA	B	155	26.2156	27.5263	28.9026	30.3478	31.8652	33.4584	7/1/2018
1020	PRINCIPAL ACCOUNTANT	SEA	B	616	46.7175	49.0534	51.5062	54.0815	56.7855	59.6248	7/1/2018
2050	PRINCIPAL BUYER	SEA	B	683	43.9755	46.1741	48.4829	50.9071	53.4523	56.1251	7/1/2018
5730	PRINCIPAL DESIGN AND CONSTRUCTION OPERATOR	SEA	B	710	46.7046	49.0402	51.4922	54.0667	56.7699	59.6085	7/1/2018
2204	PRINCIPAL NETWORK ENGINEER	SEA	B	632	59.5076	62.4830	65.6072	68.8876	72.3319	75.9486	7/1/2018
6300	PRINCIPAL OFFICE ASSISTANT	SEA	B	156	33.0274	34.6787	36.4127	38.2334	40.1451	42.1523	7/1/2018
1700	PRINCIPAL PLANNER	SEA	B	157	52.1394	54.7464	57.4837	60.3580	63.3759	66.5446	7/1/2018
2202	PRINCIPAL PROGRAMMER ANALYST	SEA	B	632	59.5076	62.4830	65.6072	68.8876	72.3319	75.9486	7/1/2018
6701	PRINCIPAL STOREKEEPER	SEA	B	668	33.9084	35.6036	37.3838	39.2532	41.2158	43.2765	7/1/2018
1885	PRINCIPAL TRANSPORTATION ENGINEER/PLANNER	SEA	B	709	56.5284	59.3547	62.3225	65.4387	68.7106	72.1460	7/1/2018
5752	PRINCIPAL WATER POLLUTION CONTROL OPERATOR	SEA	B	710	46.7046	49.0402	51.4922	54.0667	56.7699	59.6085	7/1/2018
1255	PROGRAM COORDINATOR	SEA	B	638	36.3986	38.2186	40.1296	42.1360	44.2428	46.4549	7/1/2018

**City of Sunnyvale**  
**Salary Table - Regular Full-Time and Part-Time Classifications**

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
2200	PROGRAMMER ANALYST	SEA	B	103	45.2966	47.5614	49.9395	52.4364	55.0581	57.8112	7/1/2018
7400	PUBLIC SAFETY MAINTENANCE WORKER	SEA	B	144	27.1032	28.4584	29.8813	31.3754	32.9442	34.5916	7/1/2018
6351	PUBLIC SAFETY PROPERTY CLERK I	SEA	B	615	29.8269	31.3182	32.8842	34.5283	36.2547	38.0673	7/1/2018
6350	PUBLIC SAFETY PROPERTY CLERK II	SEA	B	159	31.3967	32.9666	34.6148	36.3455	38.1628	40.0710	7/1/2018
1130	PUBLIC SAFETY RECORDS COORDINATOR	SEA	B	621	34.1265	35.8330	37.6244	39.5058	41.4812	43.5552	7/1/2018
6050	PUBLIC SAFETY RECORDS SPECIALIST I	SEA	B	633	25.2995	26.5647	27.8929	29.2875	30.7518	32.2892	7/1/2018
6051	PUBLIC SAFETY RECORDS SPECIALIST II	SEA	B	634	28.1108	29.5164	30.9921	32.5418	34.1688	35.8772	7/1/2018
6052	PUBLIC SAFETY RECORDS SR SPECIALIST	SEA	B	635	30.9217	32.4678	34.0911	35.7957	37.5854	39.4647	7/1/2018
2180	PUBLIC SAFETY SPECIALIST	SEA	B	106	33.8069	35.4972	37.2720	39.1356	41.0924	43.1469	7/1/2018
4650	PUBLIC WORKS CONSTRUCTION INSPECTOR	SEA	B	160	37.7507	39.6383	41.6203	43.7013	45.8863	48.1807	7/1/2018
5510	PUBLIC WORKS CREW LEADER	SEA	B	161	34.8074	36.5477	38.3751	40.2939	42.3085	44.4240	7/1/2018
5640	PUBLIC WORKS SUPERVISOR	SEA	B	191	38.2877	40.2021	42.2123	44.3229	46.5390	48.8661	7/1/2018
5870	QUALITY ASSURANCE OFFICER	SEA	B	707	46.0476	48.3544	50.7722	53.3107	55.9764	58.7754	7/1/2018
5431	RECYCLED WATER COORDINATOR	SEA	B	663	36.8585	38.7014	40.6365	42.6683	44.8018	47.0418	7/1/2018
1345	SOLID WASTE CONTRACT ADMINISTRATOR	SEA	B	115	50.4336	52.9552	55.6030	58.3831	61.3024	64.3674	7/1/2018
4800	SOLID WASTE SPECIALIST	SEA	B	169	39.1907	41.1503	43.2078	45.3681	47.6367	50.0183	7/1/2018
1010	SR ACCOUNTANT	SEA	B	641	42.1989	44.3089	46.5243	48.8508	51.2931	53.8578	7/1/2018
6850	SR ACCOUNTING TECHNICIAN	SEA	B	647	33.3841	35.0534	36.8060	38.6464	40.5785	42.6074	7/1/2018
4700	SR BUILDING INSPECTOR	SEA	B	167	44.9121	47.1576	49.5155	51.9913	54.5910	57.3204	7/1/2018
5651	SR BUILDING SERVICES LEADER	SEA	B	604	38.2877	40.2021	42.2123	44.3229	46.5390	48.8661	7/1/2018
1140	SR BUYER	SEA	B	624	41.8811	43.9754	46.1740	48.4828	50.9070	53.4522	7/1/2018
2145	SR COMMUNITY SERVICES OFFICER	SEA	B	151	38.6753	40.6092	42.6396	44.7716	47.0102	49.3607	7/1/2018
1850	SR CONSTRUCTION INSPECTOR/COORDINATOR	SEA	B	174	44.9121	47.1576	49.5155	51.9913	54.5910	57.3204	7/1/2018
4150	SR CRIME ANALYST	SEA	B	653	45.8509	48.1437	50.5508	53.0784	55.7322	58.5189	7/1/2018
1300	SR ENVIRONMENTAL CHEMIST	SEA	B	114	41.6152	43.6959	45.8805	48.1746	50.5834	53.1124	7/1/2018
1349	SR ENVIRONMENTAL COMPLIANCE INSPECTOR	SEA	B	146	42.8637	45.0071	47.2575	49.6201	52.1012	54.7063	7/1/2018
7301	SR GREENSKEEPER	SEA	B	609	38.2878	40.2022	42.2124	44.3230	46.5392	48.8662	7/1/2018
4325	SR HOUSING REHABILITATION SPECIALIST	SEA	B	601	41.5254	43.6017	45.7818	48.0709	50.4743	52.9980	7/1/2018
2400	SR LIBRARY ASSISTANT	SEA	B	170	28.6004	30.0304	31.5319	33.1085	34.7638	36.5021	7/1/2018
5710	SR MAINTENANCE WORKER	SEA	B	177	30.8455	32.3878	34.0072	35.7074	37.4931	39.3674	7/1/2018
6450	SR METER READER	SEA	B	171	30.9751	32.5237	34.1500	35.8575	37.6504	39.5331	7/1/2018
2345	SR NEIGHBORHOOD PRESERVATION SPECIALIST	SEA	B	148	36.7201	38.5559	40.4838	42.5081	44.6334	46.8651	7/1/2018
6500	SR OFFICE ASSISTANT	SEA	B	172	29.1412	30.5983	32.1283	33.7347	35.4213	37.1923	7/1/2018
5600	SR PARK UTILITY WORKER	SEA	B	173	30.8455	32.3878	34.0072	35.7074	37.4931	39.3674	7/1/2018



**City of Sunnyvale**  
**Salary Table - Regular Full-Time and Part-Time Classifications**

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
4090	SR PLAN CHECK ENGINEER	SEA	B	691	56.4857	59.3100	62.2753	65.3893	68.6588	72.0917	7/1/2018
1260	SR PLANNER	SEA	B	654	47.1664	49.5247	52.0009	54.6012	57.3311	60.1977	7/1/2018
2201	SR PROGRAMMER ANALYST	SEA	B	631	50.2274	52.7388	55.3758	58.1446	61.0518	64.1042	7/1/2018
1860	SR TRAFFIC ENGINEER	SEA	B	181	54.2065	56.9168	59.7624	62.7507	65.8883	69.1826	7/1/2018
1865	SR TRANSPORTATION ENGINEER	SEA	B	610	51.6250	54.2064	56.9167	59.7623	62.7506	65.8882	7/1/2018
1875	SR TRANSPORTATION PLANNER	SEA	B	657	48.8596	51.3027	53.8676	56.5610	59.3891	62.3585	7/1/2018
5930	SR WASTEWATER COLLECTIONS WORKER	SEA	B	177	30.8455	32.3878	34.0072	35.7074	37.4931	39.3674	7/1/2018
5820	SR WATER DISTRIBUTION WORKER	SEA	B	696	31.6200	33.2011	34.8611	36.6039	38.4344	40.3561	7/1/2018
5751	SR WATER POLLUTION CONTROL OPERATOR	SEA	B	679	40.8615	42.9046	45.0499	47.3025	49.6676	52.1510	7/1/2018
2504	SR WORKFORCE SERVICES REPRESENTATIVE	SEA	B	666	26.1218	27.4280	28.7995	30.2395	31.7514	33.3390	7/1/2018
5425	SR WPC PLANT MECHANIC	SEA	B	185	41.8826	43.9766	46.1757	48.4843	50.9086	53.4541	7/1/2018
6650	STAFF OFFICE ASSISTANT	SEA	B	180	25.7424	27.0295	28.3809	29.7999	31.2897	32.8542	7/1/2018
6700	STOREKEEPER I	SEA	B	182	29.8349	31.3266	32.8931	34.5379	36.2647	38.0778	7/1/2018
6600	STOREKEEPER II	SEA	B	176	31.3967	32.9666	34.6148	36.3455	38.1628	40.0710	7/1/2018
6710	STOREKEEPER/BUYER	SEA	B	112	38.0736	39.9773	41.9761	44.0748	46.2785	48.5926	7/1/2018
5200	STREET LIGHTING TECHNICIAN	SEA	B	142	34.8074	36.5477	38.3751	40.2939	42.3085	44.4240	7/1/2018
2120	TECHNICAL SUPPORT SPECIALIST	SEA	B	649	44.9304	47.1768	49.5358	52.0125	54.6132	57.3438	7/1/2018
1950	TRAFFIC ENGINEER	SEA	B	188	46.0037	48.3039	50.7192	53.2552	55.9180	58.7139	7/1/2018
4200	TRAFFIC ENGINEERING TECHNICIAN I	SEA	B	127	28.8665	30.3099	31.8255	33.4167	35.0875	36.8418	7/1/2018
4201	TRAFFIC ENGINEERING TECHNICIAN II	SEA	B	607	31.7532	33.3408	35.0080	36.7585	38.5963	40.5259	7/1/2018
1955	TRANSPORTATION ENGINEER	SEA	B	612	43.8133	46.0037	48.3039	50.7192	53.2552	55.9180	7/1/2018
1861	TRANSPORTATION PLANNER	SEA	B	183	47.2832	49.6474	52.1298	54.7364	57.4732	60.3468	7/1/2018
7800	UTILITY WORKER	SEA	B	192	28.4309	29.8524	31.3450	32.9123	34.5579	36.2859	7/1/2018
5920	WASTERWATER COLLECTIONS CREW LEADER	SEA	B	161	34.8074	36.5477	38.3751	40.2939	42.3085	44.4240	7/1/2018
5910	WASTEWATER COLLECTIONS SUPERVISOR	SEA	B	191	38.2877	40.2021	42.2123	44.3229	46.5390	48.8661	7/1/2018
5430	WATER CONSERVATION COORDINATOR	SEA	B	650	36.8585	38.7014	40.6365	42.6683	44.8018	47.0418	7/1/2018
5810	WATER DISTRIBUTION CREW LEADER	SEA	B	695	35.6784	37.4624	39.3355	41.3025	43.3676	45.5361	7/1/2018
5800	WATER DISTRIBUTION SUPERVISOR	SEA	B	694	39.2434	41.2057	43.2659	45.4292	47.7006	50.0857	7/1/2018
5830	WATER DISTRIBUTION WORKER	SEA	B	697	29.8524	31.3450	32.9123	34.5579	36.2859	38.1003	7/1/2018
5880	WATER METER REPAIR WORKER	SEA	B	195	30.8455	32.3878	34.0072	35.7074	37.4931	39.3674	7/1/2018
5901	WATER POLLUTION CONTROL OPERATOR I	SEA	B	197	34.8580	36.6010	38.4309	40.3524	42.3702	44.4887	7/1/2018
5900	WATER POLLUTION CONTROL OPERATOR II	SEA	B	202	35.7296	37.5160	39.3919	41.3615	43.4295	45.6009	7/1/2018
7900	WATER POLLUTION CONTROL OPERATOR IN TRAINING	SEA	B	199	26.6660	27.9992	29.3992	30.8692	32.4124	34.0332	7/1/2018
5399	WATER POLLUTION CONTROL PLANT MECHANIC IN TRAINING	SEA	B	713	32.4309	34.0524	35.7551	37.5427	39.4199	41.3909	7/1/2018

**City of Sunnyvale**  
**Salary Table - Regular Full-Time and Part-Time Classifications**

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
5435	WATER POLLUTION CONTROL PLANT SYSTEMS INTEGRATOR	SEA	B	711	46.3918	48.7115	51.1471	53.7045	56.3897	59.2091	7/1/2018
4100	WATER SYSTEM OPERATOR	SEA	B	186	35.2960	37.0607	38.9136	40.8595	42.9025	45.0477	7/1/2018
2540	WEB AND COMMUNICATIONS SPECIALIST	SEA	B	706	38.2186	40.1296	42.1359	44.2428	46.4549	48.7777	7/1/2018
2550	WORKFORCE DEVELOPMENT ANALYST	SEA	B	661	32.0389	33.6409	35.3229	37.0891	38.9436	40.8909	7/1/2018
2503	WORKFORCE SERVICES REPRESENTATIVE	SEA	B	667	23.7032	24.8883	26.1326	27.4392	28.8112	30.2518	7/1/2018
5400	WPC PLANT MECHANIC	SEA	B	154	37.9653	39.8636	41.8566	43.9496	46.1471	48.4544	7/1/2018

**Assignments of Grade and Pay Ranges to Pay Plan as Referenced in the Salary Resolution**

**SEA:**

**Category B**, applies to Miscellaneous Classified Employees

Pay rates for **Categories A, B, C, G and L** consist of hourly pay rates for each available step in each classification.

**CITY OF SUNNYVALE**  
**AND**  
**SUNNYVALE EMPLOYEES' ASSOCIATION**

**MEMORANDUM OF UNDERSTANDING  
ON RETIREMENT BENEFITS**

**JULY 1, 2017 TO JUNE 30, 2027**



## Table of Contents

Article 1	PREAMBLE .....	1
Article 2	RATIFICATION .....	1
Article 3	EMPLOYER PAID MEMBER CONTRIBUTION.....	1
Article 4	TERM.....	1
Article 5	FULL UNDERSTANDING, MODIFICATIONS, AND WAIVERS .....	2

## **Article 1 PREAMBLE**

This Memorandum of Understanding (Retirement MOU) is between the City of Sunnyvale and the duly authorized representatives of the Sunnyvale Employees' Association (Association). Its purpose is to set forth a separate agreement on the issue of Employer-Paid Member Contribution (EPMC) under California Government Code Section 20691.

This MOU is formed for the sole purpose of establishing an agreement on the issue of EPMC which survives the expiration of the general MOU. It is not intended to be a comprehensive agreement on the issue of retirement or retirement benefits and does not supersede the provisions of the general MOU between the parties except with regard to the specific issues addressed herein.

## **Article 2 RATIFICATION**

It is agreed that the provisions of this MOU are of no force or effect until ratified by the Association and duly adopted by the City Council of the City of Sunnyvale.

## **Article 3 EMPLOYER PAID MEMBER CONTRIBUTION**

The City shall continue to pay EPMC for Tier 1 and Tier 2 members consistent with the following.

### **3.1 Tier 1 – Local Miscellaneous 2.7% at age 55**

The City shall continue to contribute four percent (4%) of the eight percent (8%) employee contribution during the term of the MOU. Employee shall pay the remaining four percent (4%) of the employee contribution.

### **3.2 Tier 2 – Local Miscellaneous 2.0% at age 60**

The City shall continue to contribute four percent (4%) of the seven percent (7%) employee contribution during the term of the MOU. Employee shall pay the remaining three percent (3%) of the employee contribution.

## **Article 4 TERM**

The term of this Retirement MOU shall be from July 1, 2017, through and including June 30, 2027.

## **Article 5 FULL UNDERSTANDING, MODIFICATIONS, AND WAIVERS**

This Retirement MOU sets forth the full and entire agreement of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements, including any prior memoranda of understanding, over the matters set forth within, whether formal or informal, are hereby superseded.

It is agreed and understood that, except as set forth herein, each party hereto voluntarily and unqualifiedly waives its right to negotiate over the matters set forth within, and agrees that the other party shall not be required to negotiate with respect to any subject or matter covered herein, during the term of this Agreement.

No amendment or change to the provisions of this Retirement MOU shall be valid or binding unless reduced to writing and signed by duly authorized representatives of the parties

Signed this \_\_\_\_\_ day of May 2017.

CITY OF SUNNYVALE

SUNNYVALE EMPLOYEES'  
ASSOCIATION

\_\_\_\_\_  
Deanna J. Santana  
City Manager

\_\_\_\_\_  
John Simontacchi,  
SEA President

\_\_\_\_\_  
Teri Silva  
Director of Human Resources

\_\_\_\_\_  
Sharon Rogers,  
Vice-President

\_\_\_\_\_  
Pamela Dunn,  
Secretary

\_\_\_\_\_  
Martin Schmidt,  
Negotiations Team Member

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
SUNNYVALE AUTHORIZING THE CITY MANAGER TO  
EXCEED APPROPRIATIONS IN THE FISCAL YEAR 2016-17  
ADOPTED BUDGET FOR GOVERNMENTAL AND AGENCY  
FUNDS TO IMPLEMENT THE MEMORANDUM OF  
UNDERSTANDING BETWEEN THE CITY AND THE  
SUNNYVALE EMPLOYEES ASSOCIATION 2015-2019**

WHEREAS, on June 28, 2016 the City Council adopted the fiscal year 2016-2017 budget (Resolution No. 761-16); and

WHEREAS, on May 23, 2017 the City Council approve and authorized the City Manager to execute the Memorandum of Understanding ("MOU") 2015-2019 and the Retirement Memorandum of Understanding 2017-2027 between the City of Sunnyvale ("City") and the Sunnyvale Employees Association ("SEA"); and

WHEREAS, the Memorandum of Understanding between the City of Sunnyvale and the Sunnyvale Employees Association 2015-2019 provides for certain compensation retroactive to July 1, 2016, which impacts the fiscal year 2016/17 Adopted Budget; and

WHEREAS, to implement the retroactive compensation the City must revise appropriations in the FY 2016/17 Adopted Budget;

WHEREAS, for governmental and agency funds identified in the budget, the City Manager is authorized to re-appropriate budgeted amounts between programs that are within the same department and fund under certain thresholds, however, exceeding appropriations requires Council approval;

WHEREAS, the City Council desires to authorize the City Manager to exceed program appropriations across departments and programs to implement the SEA MOU.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUNNYVALE THAT the City Manager is authorized to exceed appropriations in the FY 2016/17 Adopted Budget for governmental and agency funds, consistent with and necessary to implement the Memorandum of Understanding between the City of Sunnyvale and the Sunnyvale Employees Association 2015-2019, and provided sufficient monies are available within the same governmental or agency fund.

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





# City of Sunnyvale

## Agenda Item

---

17-0555

Agenda Date: 5/23/2017

---

### REPORT TO COUNCIL

#### **SUBJECT**

Approve Memorandum of Understanding between the City of Sunnyvale and the Service Employees International Union Local 521 2017-2021 and Adopt Resolution to Amend the Schedule of Pay in the City's Salary Resolution to Increase Salaries for Pay Plan Category L (Classified Regular Part-Time Employees)

#### **BACKGROUND**

A Tentative Agreement has been reached between the City of Sunnyvale (City) and the Service Employees International Union Local 521 (SEIU) on a successor Memorandum of Understanding (MOU). SEIU represents classified regular part-time employees. This report recommends approval of the MOU, which, if approved by the City Council, will be in effect from July 1, 2017 through and including June 30, 2021.

The MOU between the City and SEIU expires on June 30, 2017. Negotiators for the City and SEIU began the meet and confer process in March 2017 and met 5 times before reaching an agreement. A Tentative Agreement was signed on May 1, 2017, and on May 17, 2017, the City was notified that the SEIU membership ratified this agreement.

#### **EXISTING POLICY**

Council Policy 7.3.1 Legislative Management - Goals and Policies, Goal 7.3D: Maintain a quality work force, Consistent with state and federal laws, City Charter, and adopted policies in order to assure that City services are provided in an effective, efficient, and high quality manner.

#### **ENVIRONMENTAL REVIEW**

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

#### **DISCUSSION**

The significant provisions of the new MOU are as follows:

##### **Wages**

- 5.5% general wage increase retroactive to the first full pay period in July 2016, effective the pay period inclusive of Council approval
- 4% general wage increase effective the first full pay period of July 2017
- 2% general wage increase effective the first full pay period of July 2018
- 2% general wage increase effective the first full pay period of July 2019

- 2% general wage increase effective the first full pay period of July 2020
- If the Sunnyvale Employees Association (SEA) enters into a memorandum of understanding with the City that includes salary adjustments different from those listed above, SEIU will receive the same salary adjustment as SEA (maintaining existing “me too” language).

**Out of Class Pay for Special Assignment Work**

5% increase in pay for working on special assignments approved by the City Manager or designee.

**Retirement**

The total employee share of retirement required by CalPERS is 8% for Tier 1 miscellaneous employees and 7% for Tier 2 miscellaneous employees. The City will continue to pay 4% of this cost. Tier 1 employees will continue to pay 4%, and Tier 2 employees will continue to pay 3%. The City’s payment of the portion of the CalPERS employee share is commonly called the Employer Paid Member Contribution (EPMC).

If SEA enters into a memorandum of understanding with the City that includes changes to the City’s contribution to the employee’s share of PERS, SEIU will be subject to the same change (maintaining existing “me too” language).

**Cash In-Lieu of Medical Coverage**

Eliminate the cash in-lieu of medical benefit and provide a one-time payment of \$600 to employees who currently receive the benefit.

**Paid Time Off (PTO)**

Accrual table modeled after SEA with prorated hours based on part-time status.

**Bereavement Leave**

- Step-parents will be added as eligible relationships for bereavement leave.
- Bereavement leave must be used within six months of the eligible incident.
- Eligible for one week of leave based on regularly scheduled hours.

**Holidays**

Change holiday benefit from an accrual bank to paid time off from work on holidays based on the employee’s regularly scheduled hours.

**FISCAL IMPACT**

For the current fiscal year, some costs are budgeted with the remainder being absorbed through expenditure savings primarily due to vacancies. The cost of the salary increases is included in the FY 2017/18 Recommended Budget and totals approximately \$4 million over twenty years over the current budget.

**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.

**STAFF RECOMMENDATION**

Approve and Authorize the City Manager to Execute the Memorandum of Understanding between the City of Sunnyvale and the Service Employees International Union Local 521 2017-2021, and adopt the Resolution amending the Schedule of Pay in the City's Salary Resolution to Increase Salaries for Pay Plan Category L (Classified Regular Part-Time Employees).

Prepared by: Anthony Giles, Human Resources Manager

Reviewed by: Teri Silva, Director, Department of Human Resources

Reviewed by: Walter C. Rossmann, Assistant City Manager

Approved by: Deanna J. Santana, City Manager

**ATTACHMENTS**

1. Memorandum of Understanding between the City of Sunnyvale and the Service Employees International Union Local 521 (SEIU) 2017 - 2021 with no markup
2. Memorandum of Understanding between the City of Sunnyvale and the Service Employees International Union Local 521 (SEIU) 2017 - 2021 - redlined version
3. Revised Salary Table
4. Resolution Amending the Schedule of Pay in the City's Salary Resolution to Increase Salaries for Pay Plan Category L (Classified Regular Part-Time Employees)

**CITY OF SUNNYVALE**

**and**

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 521  
(Bargaining Unit #4)**

**MEMORANDUM OF UNDERSTANDING**

**July 1, 2017 to June 30, 2021**

## TABLE OF CONTENTS

Article 1 - RECOGNITION .....	1
Article 2 - TERM .....	1
Article 3 - FULL UNDERSTANDING, MODIFICATIONS, AND WAIVERS .....	1
Article 4 - SEVERABILITY (SAVINGS CLAUSE) .....	2
Article 5 - SUCCESSOR AGREEMENT .....	2
Article 6 - RELEASE TIME .....	3
Article 7 - CITY RIGHTS .....	3
Article 8 - ORDINANCES, CODES, RESOLUTIONS, AND POLICIES .....	4
Article 9 - CIVIL SERVICE RULES AND REGULATIONS .....	4
Article 10 - NON-DISCRIMINATION .....	4
Article 11 - AUTHORIZED AGENTS .....	5
Article 12 - UNION ACCESS .....	5
Article 13 - STEWARDS .....	6
Article 14 - AGENCY SHOP .....	6
Article 15 - GRIEVANCE PROCEDURE .....	9
Article 16 - PROBATIONARY PERIOD .....	14
Article 17 - MINIMUM/MAXIMUM HOURS .....	14
Article 18 - REDUCTION IN FORCE .....	16
Article 19 - WAGES .....	16
Article 20 - SALARY RANGES .....	18
Article 21 - MERIT INCREASES .....	19
Article 22 - OTHER PAY .....	19
Article 23 - BILINGUAL/TRANSLATOR PAY .....	21
Article 24 - SAFETY SHOES .....	21
Article 25 - PERS .....	22
Article 26 - MEDICARE .....	23
Article 27 - INSURANCE .....	24
Article 28 - STATE DISABILITY INSURANCE (SDI) .....	27
Article 29 – OTHER BENEFITS .....	27
Article 30 - PAID LEAVE .....	29
Article 31 - BEREAVEMENT LEAVE .....	29
Article 32 - CITYWIDE EMPLOYEE EMERGENCY LEAVE RELIEF FUND .....	30
Article 33 – FAMILY MEDICAL CARE LEAVE AND PREGNANCY DISABILITY LEAVE .....	30
Article 34 – JURY DUTY .....	30
Article 35 – SUBSTITUTES .....	31
Article 36 - HOLIDAYS/SHORT TERM ABSENCES/LONG TERM ABSENCES .....	31

Article 37 - RECLASSIFICATION.....	32
Article 38 - TESTING FOR CITY VACANCIES .....	33
Article 39 - SELECTION APPEAL PROCEDURE .....	33
Article 40- UNION/MANAGEMENT JOINT RESOLUTION MEETINGS.....	34
Article 41 - CITYWIDE COMMITTEES.....	35
Article 42 - EMPLOYEE ROSTER.....	35
Article 43 - PERSONNEL FILES .....	35
Article 44- BULLETIN BOARDS .....	35
Article 45 – UNION BUSINESS LEAVE .....	36
Article 46 – REOPENERS .....	36
Appendix A – REGULAR PART-TIME CLASSIFICATIONS.....	39

**CITY OF SUNNYVALE  
and  
BARGAINING UNIT #4  
Service Employees International Union, Local 521**

**MEMORANDUM OF UNDERSTANDING**

---

**Article 1 - RECOGNITION**

- 1.1 Service Employees International Union, Local 521, AFL-CIO (hereafter, "Union") is hereby recognized as the Exclusive Representative of City Employees in Bargaining Unit #4 (hereafter, "Unit"). The term "employees" as used herein refers to those employees regularly scheduled to work a minimum of 1,092 hours to a maximum of 1,716 hours per fiscal year and occupying the classifications as currently listed in Appendix A, or as may be modified by mutual agreement of the Parties during the term of this Memorandum of Understanding (hereafter, "MOU").
- 1.2 If the City develops a new classification, it shall make an initial determination as to the unit placement of that classification.
- 1.3 The City shall notify the Union of the development of a new classification and the City's initial unit placement, and, upon written request from the Union within ten (10) working days of the City's notice, shall consult with the Union concerning the unit placement of the new classification.

**Article 2 - TERM**

The term of this Agreement shall be from July 1, 2017 through and including June 30, 2021.

**Article 3 - FULL UNDERSTANDING, MODIFICATIONS, AND WAIVERS**

- 3.1 This Agreement sets forth the full and entire agreement of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements, including any prior memoranda of agreement, over these matters between parties, whether formal or informal, are hereby superseded or terminated in their entirety.

- 3.2 It is agreed and understood that, except as set forth herein, each party hereto voluntarily and unqualifiedly waives its right to negotiate, and agrees that the other party shall not be required to negotiate with respect to any subject or matter covered herein or with respect to any other matters within the scope of representation, during the term of this Agreement.
- 3.3 The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.
- 3.4 The provisions of this Agreement are of no force or effect until ratified by the Union and duly adopted by the City Council of the City of Sunnyvale.
- 3.5 The parties agree to mutually select a printer who will produce copies of this Agreement. The parties will equally share the cost of the initial edition. If either party needs additional copies, such party will bear the cost of the additional printing.

#### **Article 4 - SEVERABILITY (SAVINGS CLAUSE)**

- 4.1 In the event any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect.
- 4.2 If a provision is declared invalid or unenforceable as provided in Section 4.1 above, then at the written request of either Party submitted to the other within ten (10) working days of such action by the court, the Parties shall meet promptly to negotiate the impact of such declaration by the court.
- 4.3 If the federal government or State of California implements legislation which penalizes the City for paying increases in benefits and wages in excess of certain limits, then at the written request of either Party submitted to the other within ten (10) working days of such action by the government, the Parties shall meet promptly to negotiate the impact of such legislation.
- 4.4 If the federal government or State of California grants additional benefits, then at the written request of either Party submitted to the other within ten (10) working days of such action by the government, the Parties shall meet promptly to negotiate the impact of such granting.

#### **Article 5 - SUCCESSOR AGREEMENT**

- 5.1 In accordance with the City Civil Service Rules and Regulations, the parties agreed that they shall endeavor to provide each other with notification of a



desire to negotiate for a successor Agreement by 120 days from the expiration of this Agreement.

It is the intent of both parties to try and reach a successor Agreement prior to the expiration of this Agreement. However, it is by no means a mandatory obligation of the parties to do so.

- 5.2 Upon receipt of such written notice from either party, negotiations shall begin no later than 90 calendar days prior to the termination date of the agreement.

If either party is unable to meet the timeline, it shall not result in any waiver of rights. The parties shall meet as soon as possible.

## **Article 6 - RELEASE TIME**

- 6.1 When negotiating a successor agreement, the Union shall be represented by no more than five (5) employees who will not lose wages and benefits when negotiating during their scheduled work hours. The Union shall have the right to assign up to 5 bargaining unit members to participate in negotiations who shall be entitled to paid release time as long as it occurs during the regular scheduled work hours. Union members chosen to participate in negotiations shall be entitled to release time for maximum of 1 hour before negotiation begins until 1 hour after negotiation ends (as long as the pre and post negotiation occurs during regular work hours).
- 6.2 The Union shall submit the names of all designated representatives to the Director of Human Resources at least two working days in advance of such meetings.
- 6.3 If the SEIU Field Representative of the Union attends a mutually agreed upon meeting with the City, the SEIU Worksite Organizer and up to two (2) stewards and/or Chapter Chair shall have reasonable release time to attend such meeting.
- 6.4 Travel time is included within the reasonable release time.

## **Article 7 - CITY RIGHTS**

Except as modified by this Agreement, the rights of the City as contained in the City Charter, Constitution, and Laws of the State of California include, but are not limited to, the right to determine the services, activities, and functions of its constituent departments, commissions and boards; set standards of service, determine the procedures and standards of selection for employment and

promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations, determine the methods, means and personnel by which governmental operations are to be conducted; take all necessary actions to carry out its service, activities, and functions in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

## **Article 8 - ORDINANCES, CODES, RESOLUTIONS, AND POLICIES**

- 8.1 Any written City ordinances, codes, resolutions, or policies currently in effect that cover subjects within the scope of representation shall not be changed during the term of this Agreement without first giving the Union the opportunity to meet and confer concerning such changes, except as otherwise provided by this Agreement.
- 8.2 Such meeting and conferring shall be up to and including mediation.
- 8.3 Within four (4) weeks of a written request by the City, the parties shall begin negotiations concerning proposed changes to the City's Administrative Policy and the City's Civil Service Rules.
- 8.4 The City shall administer the Achievement Plans/Audits for Classified Regular Part-Time Employees in accordance with the Administrative Policy Manual Chapter III, Article V, Section 4.
- 8.5 The City and SEIU agree to re-open this Article of the MOU at such time as the City is ready to develop a new employee evaluation system.

## **Article 9 - CIVIL SERVICE RULES AND REGULATIONS**

This Agreement adopts and incorporates by reference the provisions of the Civil Service Rules and Regulations and the existing Salary Resolution insofar as these provisions apply to wages and fringe benefits and such provisions remain in effect except as modified herein.

## **Article 10 - NON-DISCRIMINATION**

- 10.1 Neither party shall discriminate against an employee based on race, religious creed, color, national origin, ancestry, sex, age, gender, political activity or affiliation, disability, medical condition, sexual orientation, or marital status. Neither party shall interfere with, intimidate, restrain or coerce any employee in his/her free choice to participate or not to

participate actively in, or to join or not to join the Union.

- 10.2 The City will comply with the disability discrimination provisions of the Americans with Disabilities Act (ADA) and the Fair Employment and Housing Act (FEHA). Employees who are disabled as defined by the law will be entitled to reasonable accommodations in order to continue employment as required by ADA and FEHA.

## **Article 11 - AUTHORIZED AGENTS**

For purposes of administering the terms and provisions of this Agreement:

- 11.1 City's principal authorized representative shall be the City's Director of Human Resources or his/her duly authorized representative [address: 505 West Olive Avenue, Suite 200, Sunnyvale, CA 94086; telephone 730-7490; FAX (408) 720-1497] except where a particular management representative is specifically designated in connection with a specific purpose.
- 11.2 The Union's principal authorized representative shall be the Union's Executive Secretary or his/her duly authorized representative.

## **Article 12 - UNION ACCESS**

- 12.1 Authorized Union representatives may be granted access to work locations in all facilities where employees covered by this Agreement are employed, to conduct grievance investigations and observe working conditions.
- 12.2 Authorized Union representatives shall not interfere with the work operations of the City. Authorized Union representatives desiring such access to work locations shall first request entrance from the appropriate manager at which time the Authorized Union representative shall inform said manager of the purpose of the visit. Such request may be made by telephone or in person upon entering the work location.
- 12.3 The manager may deny access to a work location if, in his or her judgment, the visit will unduly interfere with the operation of the City. If access is denied, the Authorized Union representative will be informed when access will be made available. Such access shall be at a mutually agreed upon time, or within 24 work hours, if no agreement can be reached.
- 12.4 The Union shall give the Director of Human Resources a list of Authorized Union representatives. Access shall only be granted to Authorized Union representatives on the current list.

## **Article 13 - STEWARDS**

- 13.1 A steward shall be granted reasonable release time to investigate and/or prepare for a grievance procedure and to attend a formal grievance hearing. A steward shall be granted reasonable release time to attend an investigative meeting and to act on behalf of an employee facing possible disciplinary action.
- 13.2 A steward desiring to leave his/her work location to process a grievance shall first obtain permission from his/her supervisor. Release from work shall be made as soon as practical.
- 13.3 Permission from the grievant's supervisor shall first be obtained before a steward enters a work location of a grievant to process a grievance. Permission to enter shall be made as soon as practical.
- 13.4 The Union agrees that whenever a steward is involved in grievance activities listed above during work hours, only that amount of time necessary to bring about a prompt disposition of the matter will be utilized.

## **Article 14 - AGENCY SHOP**

The parties are aware of the law enacted pursuant to Senate Bill 739, effective January 1, 2001, amending Government Code Section 3500 et. seq. concerning agency shop. The parties have agreed to implement and apply agency shop as set forth below. To the extent that there are differences between the statutory provisions and the language in this MOU, the MOU is intended to prevail.

### **14.1 Agency Shop Implementation**

All SEIU-represented employees must either join the Union, pay a rate equivalent to Union membership dues or pay a rate otherwise specified by the Union or execute a written declaration claiming a religious exemption from this requirement.

Any SEIU-represented employee hired by the City shall be provided through the Department of Human Resources a notice advising that the City has entered into an Agency Shop agreement with the Union.

Such notice shall include a form for the employee's signature authorizing payroll deduction of the Union dues or agency shop fees at a rate equivalent to Union membership dues, or to request an exemption and to authorize the appropriate charitable contribution in lieu of Union membership or a rate equivalent to Union membership dues payment (see #2 below). Employees

shall have fifteen (15) working days following the initial date of employment to fully execute the authorization form and return said form to the Department of Human Resources. If the employee fails to return the authorization forms, the City will initiate payroll deduction for agency shop at a rate equivalent to Union membership dues effective the next full pay period.

#### 14.2 Religious Exemption

Any SEIU-represented employee who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a public employee organization shall be permitted upon presentation of verification of active membership in such religion, body or sect, to make a charitable contribution equal to the service fee in-lieu of Union Membership or service fee payment.

Declarations of, or applications for, religious exemption and any supporting documentation shall be forwarded to the Union within ten (10) working days of receipt by the City. The Union shall have ten (10) working days after receipt of a request for religious exemption to challenge any exemption granted by the City Manager or his/her designee. If challenged, the deduction to the charity of the employee's choice shall be held/stopped pending resolution of the challenge.

#### 14.3 Payroll Deductions and Pay-over

The effective date of membership dues, agency shop fees equivalent to Union membership dues, a rate otherwise specified by the Union or charitable contributions shall be the next full pay period after receipt by the Human Resources Department of the authorization form.

Charitable deduction shall only be by regular payroll deduction. For purposes of this Article, charitable deduction means a contribution to one of the federations and/or entities within a federation to which the City has established payroll deductions under the Citywide Giving Campaign. These federations shall be exempt from taxation under 501(c)(3) of the Internal Revenue Code.

The employee's earnings must be sufficient, after other legal and required deductions are made, to cover the amount of the dues or agency shop rate equivalent to Union membership dues authorized. All legal and required deductions have priority over Union dues and service fee dues.

When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings.

In the case of an employee who is in a non-pay status during only part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made.

The City shall promptly pay to the designated payee all sums so deducted.

Should the Union change the dues structure, the Union shall inform the City in writing. The City shall change the dues structure as quickly as possible, but will do so no later than two full pay periods from the date on which the City received written notice of the changed dues structure.

#### 14.4 COPE Deduction

The City will also honor written assignments of wages to the Union's Committee on Political Education (COPE) fund, for employees in the bargaining units who submit written authorizations. Employees may revoke their authorization at any time by submitting written revocation to the Payroll Department, who will forward such revocation to the Union.

The City will forward to the Union the dues and COPE deductions along with the names and employee identification numbers within ten (10) calendar days of deduction, along with the names, wages and ID numbers of the employee.

Although the parties agree that the COPE deduction is valid and lawful, SEIU agrees to indemnify and hold the City harmless for any claims which may be brought as a result of the COPE deduction.

#### 14.5 Reports

The City shall provide biannually a list of all SEIU-represented employees making charitable deductions pursuant to a religious exemption as described herein.

#### 14.6 Financial Reports

The Union shall annually submit copies of a financial report similar to that required by the Labor-Management Disclosure Act of 1959, to the City's Department of Human Resources. Copies of such reports shall be available to employees, subject to the Agency Shop requirements of this Section, at the offices of the Union.

Failure to file such a report within sixty (60) days of the close of the Union's fiscal year shall result in the termination of all agency fee deductions, without jeopardy to any employee, until such report is filed.

#### 14.7 Hold Harmless

The Union shall indemnify and hold harmless the City, its officers, and employees from any and all claims, demands, suits, or any other action arising from the Agency Shop provisions herein. In no event shall the City be required to pay from its own funds Union dues, service fees or charitable contributions which the employee was obligated to pay, but failed to pay, regardless of the reason(s).

#### 14.8 Job Announcements

Job announcements for positions covered by this Agreement will incorporate the requirements of this Article as a condition of employment.

#### 14.9 Enforcement

Nothing herein shall require the City to take disciplinary action against any employee who fails to comply with the provisions of this Article.

### **Article 15 - GRIEVANCE PROCEDURE**

#### PREAMBLE

The parties agree that this grievance procedure is designed to resolve labor management issues in a way that maximizes the chances of mutual agreement. The communications/appeals process described below should also maximize harmonious, respectful, and polite communications.

#### DEFINITIONS

1. Grievance. A grievance is an alleged misapplication of a specific provision of this MOU, or a specific provision of the Administrative Policy Manual, Employee Handbook, City Ordinance, City Code, or departmental policies, rules or regulations, covering wages, hours or other terms or conditions of employment, which alleged misapplication adversely affects the grievant. The content of Employee Performance Audits is not grievable.
2. Written Grievance. A written grievance is a grievance, as defined above, which has been reduced to writing on a form provided by the City, and which shall include the grievant's name, classification, department, immediate supervisor's

name, representative's name, if any; the specific section of the MOU, ordinance or code alleged to have been misapplied, a specific description

of the alleged grievance, with the circumstances supporting the grievant's allegation, and the specific remedy requested to resolve the grievance.

3. Grievant. A grievant is an employee, a group of employees or the Union. A grievant may file a grievance, as defined above. Alleged misapplications which affect more than one employee in a substantially similar manner may, by mutual agreement, be consolidated as a group grievance and thereafter represented by a single grievant.
4. Work day is defined as Monday through Friday exclusive of holidays.

## GRIEVANCE PROCESS

1. Unwritten Grievance. The grievant shall orally discuss his/her grievance with his/her immediate management supervisor in an attempt to resolve the grievance. The management supervisor shall give an oral response to the employee within seven (7) work days of the issue being raised by the employee.
2. Written Grievance.

Level 1: If the grievant is not satisfied with the resolution proposed at the unwritten level, he/she may, within thirty (30) calendar days from the event giving rise to a grievance, or from the date the employee should reasonably have been expected to have knowledge of such event, file a formal written grievance with his/her Program Manager on a form prepared and supplied by the City. The Program Manager shall, within seven (7) work days from the receipt of the grievance, meet the grievant and give a written response to the grievant on the original grievance form.

Level 2. If the grievant is not satisfied with the written response from his/her Program Manager, the grievant may, within seven (7) work days from the receipt of such response, file a grievance with his/her Division Level Manager. Within seven (7) work days of receipt of the written appeal, such Manager shall investigate the grievance, which shall include meeting with the grievant, and give a written response to the grievant on the original form.

Level 3. If the grievant is not satisfied with the written response from his/her Division Level Manager, the grievant may, with seven (7) work days from the receipt of the response appeal the grievance to the Department Director. Within seven (7) work days of receipt of the written appeal, the Department Director or designee shall investigate the grievance, which may include a meeting with the grievant, and give a written response to the grievant on the original grievance form.

Level 4. If the grievant is not satisfied with the written response of the Department Director, the grievant may, within seven (7) work days from the receipt of this response, file a written appeal to the City Manager or



designee. Within ten (10) work days of receipt of the written appeal, the City Manager or designee shall investigate the grievance, which shall include a meeting with the grievant, and give a written response to the grievant.

## GENERAL PROVISIONS

1. The time limits set forth herein above are to be strictly followed. Time limits may be waived only by written agreement signed by the parties.
2. If a grievant fails to carry his/her grievance forward to the next level within the prescribed time period, the grievance shall be prevented from going further.
3. If the original grievance is modified at any step, it shall be considered a new grievance and must be re-filed, treated as a new grievance and subject to all procedural considerations, unless, modified in writing by mutual consent of the parties.
4. If a supervisor or manager fails to respond with an answer within the given time period, the grievant may appeal to the next higher level.
5. The grievant may be represented by a person of his/her choice at any formal level of this procedure.
6. Formal levels may be waived by mutual written consent of the parties.
7. If the grievant is not represented by the Union, the Union shall be notified of a settlement proposed at any written level of the procedure which is acceptable to both the grievant and the City prior to the settlement being finalized. The purpose of this step is to allow the Union to state its position for the record. If the Union does not provide a written response within seven (7) work days after notification, such opportunity shall be considered waived, and the proposed settlement shall be implemented and the matter closed. If a timely response is made, the City's representative shall give full consideration to the Union's position prior to settlement of the grievance.
8. Although grievances will normally be filed at the first level, the parties recognized that certain grievances, due to their nature, should be more appropriately filed at a higher level. The parties therefore agree that if a grievant and the program manager at level 1 agree that a grievance may be filed at a higher level, the grievant may then go ahead and filed a grievance at the higher level.
9. By mutual agreement of the parties, a grievance may revert to a previous level of the procedure.

## GRIEVANCE REPRESENTATIVE

1. There shall be a reasonable number of Grievance Representatives in this Unit.
2. At the request of the grievant, the grievant may be represented by a Grievance Representative.
3. In instances where the designated Grievance Representative is unable to represent a grievant, the Chapter Chair shall represent the grievant or designate a representative who is on the current list as provided below, to act as a substitute.
4. Both the Grievance Representative and either the Chapter Chair or designee will be allowed to represent at Level 2 or higher.
5. A Grievance Representative shall be granted reasonable release time to investigate and/or prepare for a grievance procedure and to attend a formal grievance hearing. A Grievance Representative shall be granted reasonable release time to attend an investigative meeting and to act on behalf of an employee facing possible disciplinary action.
6. A Grievance Representative shall operate within their designated area except as provided in Paragraph 3 above.
7. A Grievance Representative desiring to leave his/her work location to process a grievance shall first obtain permission from his/her immediate supervisor. Release from work shall be made as soon as practical.
8. A Grievance Representative desiring to enter the work location of a grievant to process a grievance shall first obtain permission from the grievant's supervisor. Permission to enter shall be made as soon as practical.
9. The Union agrees that whenever a Grievance Representative is involved in grievance activities listed in Paragraph 5 above during working hours, only that amount of time necessary to bring about a prompt disposition of the matter will be utilized.
10. The Union shall give the Human Resources Director or designee a list of the names of employees selected as Grievance Representatives, and will immediately notify the Department of Human Resources of any changes.
11. Only those employees whose names are on the current list shall be granted release time to serve as a Grievance Representative.

## ARBITRATION

1. If a grievance has been properly processed through the Grievance Procedure, and has not been resolved, and the original grievance is an alleged misapplication of a specific provision of this MOU which adversely affects the grievant, then the grievant, through the Union, may appeal the grievance to Arbitration.
2. To request Arbitration, the appeal must be filed with the Director of Human Resources or designee within ten (10) days of receipt of an answer at Level 4, or ten (10) days from the last day an answer was possible at Level 4 of the Grievance Procedure.
3. The parties may mutually agree upon the selection of the arbitrator or shall jointly request the State of California Conciliation Service to provide a list of seven (7) names of persons qualified to act as arbitrators.
4. Within ten (10) days following receipt of the above-referenced list, the parties shall meet to select the arbitrator. The right to strike the first name shall be determined by lot, and the parties shall alternately strike one name from the list until only one (1) name remains, and that person shall be the arbitrator.
5. Within twenty (20) days following the receipt of the notice of appeal to arbitration, a meeting shall be arranged by the Director of Human Resources or designee with the employee and appropriate Union representative to prepare a joint statement of the issue(s) to be presented to the arbitrator. If the parties are unable to agree upon the issue(s), each party will prepare its statement of the issue(s) to be presented to the arbitrator.
6. The arbitrator shall hold a hearing on the issue(s) jointly submitted, or as determined by the arbitrator if the parties have not mutually agreed upon the issue(s), and, within 30 calendar days of the hearing, render a written decision with reasons for the decision.

### Post Hearing Briefs

Unless the parties mutually agree, there shall be no post hearing briefs. The parties shall present oral argument immediately upon close of the presentation of evidence. However, in the situation of multiple day hearings broken by days or weeks, or of a complex case, a party may request of the arbitrator the right to submit a post-hearing brief.

7. Each of the parties shall pay for the time and expenses of its representatives and witnesses through all stages of the arbitration and shall contribute equally to the fees and expenses of the arbitrator and court reporter, if any.

8. The parties agree that the arbitrator shall not add to, subtract from, change or modify any provision of this Agreement and shall be authorized only to apply existing provisions of this Agreement to the specific facts involved and to interpret only applicable provisions of this Agreement.
9. The decision of the arbitrator shall be final and binding.
10. The arbitrator's award is subject to the California Arbitration Act, by petition of either side, pursuant to C.C.P. Sections 1280, et seq.

#### **APPEAL PROCEDURE WAIVER**

The Union agrees that the procedures set forth in this Agreement are the only grievance and appeal procedures available to the employees it represents and that any appeal rights found elsewhere within City Codes, Ordinances or Resolutions are waived. The sole exception to this waiver is the Impasse Procedure, which is still applicable as a dispute resolution procedure available during the meet and confer process.

#### **Article 16 - PROBATIONARY PERIOD**

- 16.1 Upon appointment to a classification within the bargaining unit, an employee shall serve a probationary period of six (6) calendar months. If a status change is granted, regular status will be effective the first full pay period following the six (6) calendar month period.
- 16.2 The City may at its discretion extend the probationary period up to an additional 6 months by placing the bargaining unit member on notice of such extension prior to the expiration of his/her probation. Under no circumstances may probation be extended more than 6 months.
- 16.3 The City may reject an employee for any reason, as long as the reason is not unlawful.
- 16.4 A bargaining unit member who is promoted within a unit and who is required to serve probation on a promotional assignment will be entitled to his/her previous job position if it is still vacant and budgeted for at the time of rejection if the employee has held regular status in the previous position.

#### **Article 17 - MINIMUM/MAXIMUM HOURS**

- 17.1 Regular Part-Time employment shall consist of a regular schedule, provided that the employee's normal work hours may not exceed thirty (30)

hours per week, nor be less than twenty-one (21) hours per week, and provided further that an employee's total paid hours may not exceed 1,716 hours nor be less than 1,092 hours per fiscal year.

The number of hours per week that the employee will work will be established upon hire (i.e. 21 hours per week, 28 hours per week, etc.). It is expected that the employee will maintain his/her regularly scheduled hours each week utilizing work hours and/or accrued leave. The exception is for a week in which a holiday occurs; reference Article 36.

By mutual agreement, employees may work more than their regularly schedule hours per week.

In addition, subject to supervisor/manager approval, employees, may voluntarily flex their schedule on a temporary basis. The flex schedule must occur within the employee's regular workweek. The primary, but not exclusive, use of this provision is for the scheduling of evening meetings, special events, and occasional necessary work that cannot be performed during an employee's regular schedule.

- 17.2 If the City decides to add or subtract hours to a vacated position, it will notify the Union of its intention to change, and the reason for the change.
- 17.3 It is the intention of the City to discuss any proposed permanent increase or decrease in hours with the affected employee(s) prior to requesting such additional work or cuts in hours (within the maximum and minimum). The employee's needs will be accommodated whenever possible.
- 17.4 The City shall not schedule work shifts of less than four (4) hours, unless by mutual agreement with worker(s) or pay for a minimum of four (4) hours.
- 17.5 The City shall provide rest periods as provided for in the Administrative Policy Manual (Chapter III, Article VI, Section 3).
- 17.6 The City will monitor the hours of its casual workers and agrees to provide SEIU with a monthly (by the 10<sup>th</sup> of each month) printout of all casual workers whose hours exceed 900 hours in the fiscal year. For any casual workers whose hours exceed 900 hours in the fiscal year, SEIU may put the City on notice in writing that the City has five working days in which to either: 1) place that employee in the SEIU bargaining unit with a probationary period which shall commence five working days from SEIU's notice; or 2) no longer employ the person for the remainder of the fiscal year.

## **Article 18 - REDUCTION IN FORCE**

18.1 When it is necessary to reduce the staff for lack of work or funds or in the interest of economy, the City Manager shall determine the classes in which the reduction is to be made and the number of positions to be eliminated. The layoff of employees shall occur within the classes determined in accordance with the following procedure:

- a. All employees holding substitute/casual/provisional appointments shall be laid off first.
- b. Employees holding probationary appointments in reverse order of seniority shall be laid off next.
- c. Employees holding regular appointments who have an overall performance rating of does not meet expectations/needs improvement in the last complete performance evaluation shall be laid off next.
- d. All regular employees in reverse order of seniority having a performance rating of at least achieves expectations shall be laid off last in order of seniority of service.
- e. The names of regular employees laid off according to this procedure shall constitute a re-employment list in the inverse order of layoff. Employees shall remain on the list for three years.
- f. An employee is allowed only one refusal to an offer of reinstatement from the list and will remain on the list. If an employee refuses another offer he/she shall be removed from the list.

The side letter titled Cross-Unit Bumping dated March 4, 2013, between the City and the Unit, et al. remains in full force and effect for the term of this MOU.

18.2 In addition to decreasing hours for operational reasons, the City may wish to reduce hours in-lieu of a reduction-in-force. If the City wishes to do this, it agrees to negotiate with the Union before implementing a reduction in hours.

## **Article 19 - WAGES**

19.1 An employee shall be paid only under one pay rate or scheduled amount in any given pay period, except as provided with regard to working out-of-class.

19.2 The parties agree with the principle that wages should be "market competitive."

19.3 Definition of "Market Competitive". Market competitiveness is defined as a comparison with Regular Full Time classifications within the City of Sunnyvale, or the establishment of an internal relationship to a Regular Full Time or Regular Part Time classification in the City of Sunnyvale. Explanations of "market comparisons" are provided in the following subparagraphs:

As used in this Article, "salary" means hourly rate of pay.

Comparison with Full-Time Classification. If the essential functions, knowledge, skills, and abilities of an SEIU represented classification correspond to a Regular Full-Time classification in the City's work force, the target salary of the SEIU classification shall be the salary assigned to the Regular Full-Time classification.

Internal Relationship. If there is neither a corresponding Regular Full-Time classification to compare, nor a corresponding Regular Part-Time classification, "market competitiveness" will be determined by a differential from the salary of the Regular Full-Time or Regular Part Time classification that is most closely related to the classification represented by the bargaining unit. For example, The Library Specialist III classification will be set at sixty five percent (65.0%) of Part-Time Librarian (i.e. target salary). In addition, the salary for a Part-Time classification shall not exceed the salary of the corresponding Full-Time classification.

19.4 Salary Adjustment. During the term of this agreement, employees in this unit will receive the following:

- a. Fiscal Year 2016/2017 increase: Effective the first full pay period in July 2016 (July 3, 2016), employees in this unit shall receive a salary increase of 5.5 percent.
- b. Fiscal Year 2017/2018 increase: Effective the first full pay period of 2017/2018, employees in this unit shall receive a salary increase of 4.0 percent.
- c. Fiscal Year 2018/2019 increase: Effective the first full pay period of 2018/2019, employees in this unit shall receive a salary increase of 2.0 percent.

- d. Fiscal Year 2019/2020 increase: Effective the first full pay period of 2019/2020, employees in this unit shall receive a salary increase of 2.0 percent.
  - e. Fiscal Year 2020/2021 increase: Effective the first full pay period of 2020/2021, employees in this unit shall receive a salary increase of 2.0 percent.
  - f. If the Sunnyvale Employees Association (SEA) enters into a Memorandum of Understanding with the City that includes salary adjustments that are different than those in this Memorandum of Understanding, the salary adjustment in the Memorandum of Understanding with this unit shall be adjusted to be the same percentage across the board salary adjustments as SEA through the term of the Memorandum of Understanding.
  - g. This “me-too” is specific to salary adjustments and one-time lump sum payments alone, is in effect for the MOU ending June 2021 only, and sunsets/expires at the end of this MOU.
  - h. If any additional classifications represented by SEA receive an adjustment to the salary schedule, the same adjustment will be applied to the same classification in this unit during the same period as the adjustment made to the SEA classification.
- 19.5 Pursuant to the City’s Compensation Policy, payday is normally on the Thursday following the end of the pay period, but may deviate because of a holiday in the pay period or due to an emergency. It is understood that at such time that the payday is changed City-wide, such change shall be applied to the Union.

## **Article 20 - SALARY RANGES**

- 20.1 Employees, at the time of appointment, will ordinarily be assigned the hourly rate in the first step of the pay range.
- 20.2 In extraordinary cases where it is necessary to attract experienced personnel, the employee may be assigned the hourly rate at any step in the pay range.
- 20.3 Upon promotion to a classification having an assigned pay range greater than the classification from which the employee is being promoted, the employee shall be entitled to that hourly pay step or interval in the pay range of the higher classification which is at least five percent (5.0%) above the employee's current hourly step rate, provided the increase does not exceed



the rate contained in the sixth (6<sup>th</sup>) salary step.

## **Article 21 - MERIT INCREASES**

- 21.1 Employees shall be eligible for a merit step increase after the successful completion of probation at six (6) months of continuous service in the given classification. Employees shall be eligible for additional merit step increases upon completion of additional intervals of twelve (12) months of continuous service in the given classification up to top step.
- 21.2 If a merit increase is granted, it will be effective the pay period following the pay period in which the probationary 6 month period (13 pay periods) and the subsequent 12 month periods (26 pay periods) are completed, respectively.
- 21.3 Continuous service is that which is separated by no more than twenty-six (26) pay periods of non-service.
- 21.4 Merit step increases shall be approved unless the employee's overall performance is does not meet expectations/needs improvement.

## **Article 22 - OTHER PAY**

- 22.1 Premiums shall be paid separately on base pay, and are not compounded.
- 22.2 Out-of-Class for Work in Higher Classification

Employees who are temporarily assigned to work in a higher classification and work in such classification for more than eleven (11) consecutive hours shall be compensated at five percent (5%) above the employees' normal pay rate or the first step of the higher level position, whichever is greater. Assignments may be made to employees who are in the same division/department and who are capable of performing the work of the higher-level position whether or not they have attained a particular formal education level. Such assignments will be on an as-needed basis and when the higher classification is a budgeted vacancy or temporarily unfilled due to the incumbent's absence for vacation or other approved leave.

Such out-of-class assignment pay shall be based on the full period of actual hours worked during the out-of-class assignment and received for the full period of time in which the employee works in the out-of-class assignment or any management or supervisory class, and provided that such higher assignment has been authorized by the employee's manager or his/her designee. Out-of-class assignment pay shall not be paid for vacation,

holidays, disability, and any other leave during the out-of-class assignment; nor shall such leave days be considered a break in the out-of-class assignment.

Work out-of-class compensation and higher level duty compensation must be approved in advance by the employee's department manager and by the Human Resources Department.

### 22.3 Out-of-Class Pay for Special Assignment Work

The City Manager or designee may authorize a temporary pay adjustment for an employee given a specific temporary assignment clearly beyond the scope of the regular job description as determined by the Director of Human Resources or designee. Such assignment is to be made only as necessary to meet the business needs of the department. A request for such an assignment must be made to the City Manager or designee, in writing, from the Department Director prior to commencement of the assignment. Work in such assignment shall be at a minimum of two (2) consecutive weeks, and up to a maximum of one (1) year.

The request for special assignment shall describe the assignment, justify why it is to be performed by the designated employee, and give a specific duration for completion of the assignment with start and end date. Special assignment pay is five percent (5%) above the employee's normal pay rate. The special assignment and related compensation may be revoked at any time at the discretion of the Department Director, or the City Manager or designee.

Special assignment pay shall be based on the full period of actual hours worked during the assignment and received for the full period of time in which the employee works in the assignment, provided that such special assignment and related compensation has been authorized in advance by the Department Director, has been approved by the City Manager or designee, and has been processed by the Human Resources Department. Special assignment pay shall not be made retroactively. Special assignment pay shall not be paid for Paid Time Off, Holidays, or any other leave during the special assignment; nor shall such leave days be considered a break in the special assignment.

The special assignment pay shall be discontinued on the date originally identified for completion of the assignment, unless an extension of specific duration is approved by the City Manager or designee prior to the end of the original assignment end date. Extension may be granted for up to an additional one (1) year for the same assignment.

## **Article 23 - BILINGUAL/TRANSLATOR PAY**

- 23.1 Employees shall be entitled to receive, in addition to their regular compensation, the additional payment outlined below for Bilingual/Translator skills if they meet the following criteria:
- a. Certification by the director of the department that a particular assignment involves need for the required skills on a regular and frequent basis, and
  - b. Certification by a provider contracted for through the Department of Human Resources that the employee possesses the needed language skills at a proficiency level deemed appropriate by the Director of Human Resources.
- 23.2 Qualifying languages are: Cantonese, Farsi, Hindi, Japanese, Mandarin, Portuguese, Russian, Sign Language, Spanish, Tagalog, Thai, Vietnamese, and other language(s) deemed appropriate by the City.
- 23.3 Bilingual/Translator Pay may be cancelled if it is found that the employee is no longer required to use these skills on a regular and frequent basis.
- 23.4 The certifications required and obtained above will not necessarily follow an employee if transferred or promoted.
- 23.5 Payment shall be thirty-five (\$35.00) dollars per month/sixteen dollars and fifteen cents (\$16.15) per pay period.

## **Article 24 - SAFETY SHOES**

- 24.1 Each employee in classifications required by the City to wear safety footwear shall receive an allowance for the purchase of such footwear of one hundred sixty-five dollars (\$165.00) each fiscal year during the term of this Agreement.
- 24.2 The allowance shall be paid at the end of the first full pay period in July of each year to those active employees in classes requiring safety footwear or for employees hired after that time, during the first full pay period of employment. Should an employee use accrued available leave time to extend the date of separation or retirement, and should the utilization of leave time cross July 1, the employee shall not receive any safety footwear allowance for the new fiscal year.
- 24.3 All employees who receive this benefit shall be required to purchase and wear CAL-OSHA Approved Safety Footwear.

## Article 25 - PERS

- 25.1 The City has contracted with CalPERS and shall provide pension benefits for miscellaneous employees, including employees in this Unit, in a manner consistent with State law and will comply with the Public Employees' Pension Reform Act (Government Code Section 7522 et seq.).
- 25.2 The City has contracted with CalPERS to provide Level III of the 1959 Survivor Benefit and the Military Buy-Back Option, which are applicable to employees in this Unit.
- 25.3 Employees' payment to their employee contribution to CalPERS shall be made pursuant to IRC Section 414(h)(2).
- 25.4 The Union shall defend, indemnify and save harmless the City, its officers, agents and employees from any and all claims, demands, damages, cost, expenses, or liability, including but not limited to, liability for back taxes, and all claims of any type by the IRS, Franchise Tax Board, unit members or their heirs, successors, or assigns, arising out of this Agreement to "pick-up" or pay the employees' contribution to CalPERS.

### 25.5 Tier 1 – Local Miscellaneous 2.7% at age 55

Employees hired before December 23, 2012 shall receive Local Miscellaneous 2.7% at age 55 retirement formula. Final compensation shall be calculated using the single highest year model.

During the term of the agreement, the City shall contribute four percent (4%) of the eight percent (8%) employee contribution. Employee shall pay the remaining four percent (4%) of the employee contribution.

The City's payment of the employees' CalPERS contribution is based upon authority from CalPERS and upon tax treatment permitted by the Internal Revenue Service under Internal Revenue Code Section 414(h)(2) and revenue rulings related thereto, and by the California Franchise Tax Board. It is understood that the State Legislature or Congress may alter the statutory authority for this tax treatment, and the Franchise Tax Board or the IRS or the United States Department of the Treasury may alter the current revenue rulings, either by other rulings or by issuing new regulations.

The City shall report the value of employer-paid member contributions (EPMC) as additional compensation for each employee.

### 25.6 Tier 2 – Local Miscellaneous 2.0% at age 60

Employees hired on or after December 23, 2012 who are also classic CalPERS members shall receive the Local Miscellaneous 2.0% at age 60 retirement formula. Final compensation shall be calculated using the single highest year model.

During the term of the agreement, the City shall contribute four percent (4%) of the seven percent (7%) employee contribution. Employees shall pay the remaining three percent (3%) of the employee contribution.

The City's payment of the employees' CalPERS contribution is based upon authority from CalPERS and upon tax treatment permitted by the Internal Revenue Service under Internal Revenue Code Section 414(h)(2) and revenue rulings related thereto, and by the California Franchise Tax Board. It is understood that the State Legislature or Congress may alter the statutory authority for this tax treatment, and the Franchise Tax Board or the IRS or the United States Department of the Treasury may alter the current revenue rulings, either by other rulings or by issuing new regulations.

The City shall report the value of employer-paid member contributions (EPMC) as additional compensation for each employee.

**25.7 Tier 3 – Local Miscellaneous 2.0% @ 62**

Employees hired on or after January 1, 2013 who are also new CalPERS members shall receive the Local Miscellaneous 2.0% at age 62 retirement formula. Final compensation shall be calculated using the highest 36-consecutive month model. Employees will pay fifty percent (50%) of normal cost as the employee contribution. The normal cost is subject to change on a fiscal year basis as determined by CalPERS.

- 25.8 If the Sunnyvale Employees Association (SEA) enters into a Memorandum of Understanding with the City that includes changes to the City's contribution to the employee's share of PERS and the employee's payment of the required employee contribution, the City's contribution to the employee's share of PERS and the employee's payment of the required employee contribution in the Memorandum of Understanding with this unit shall be adjusted to be the same percentages as SEA through the term of the Memorandum of Understanding.

## **Article 26 - MEDICARE**

- 26.1 Union members shall be covered by Medicare.

- 26.2 The employee and the City shall each contribute the mandated percentage of the employee's wage toward the cost of Medicare.

## **Article 27 - INSURANCE**

### **27.1 Insurance Plans**

The City shall continue to provide group Medical, Dental, Vision insurance and Life and Accidental Death & Disbursement (Life/AD&D) plans, and Employee Assistance Program (EAP). Purchase of Medical, Dental, Vision, and Supplemental Life/AD&D insurance is an employee option.

### **27.2 City Contribution**

If an employee elects to purchase health insurance through the City, then:

- a. The City's contribution to the medical/cafeteria plan will be provided as follows:

Calculate 52% of the average of the family monthly premium for the Bay Area Regional CalPERS Blue Shield Access HMO and the CalPERS Kaiser HMO plans.

The calculation for 2017 will be as follows:

Blue Shield Access HMO	\$2,664.61 per month
Kaiser HMO	\$1,906.81 per month
Average	\$2,285.71 per month
<b>52% of average</b>	<b>\$1,188.57 per month</b>

- b. The contribution as described in section (a) above will be allocated 49% medical contribution and 51% cafeteria plan. However, any annual increases in the medical contributions shall not exceed a 5% total increase compared to the preceding year medical contribution. Any amount in the formula increase that will exceed a 5% increase in the medical contribution shall be reallocated to the cafeteria plan contribution.

Example:

#### **2017 Calculation**

49% Medical	\$582.40 per month *
51% Cafeteria	\$606.17 per month
<b>Total City Contribution</b>	<b>\$1,188.57 per month</b>

\* 2017 Medical contribution exceeds 5% of the 2016 Medical contribution ( $\$416.90 + 5\% = \$437.75$ )

### 2017 Revised Calculation

Medical	\$437.75 per month
Cafeteria	\$750.83 per month
<b>Total City Contribution</b>	<b>\$1,188.57 per month</b>

- c. The contribution described above will be adjusted January 1 of each calendar year to correspond to CalPERS Bay Area Regional medical plan changes.
- d. The City will contribute 65% of the full cost of the vision insurance premium for employee plus one dependent. The contribution will be added to the cafeteria plan. The 2017 contribution is  $\$11.80 \times 65\% = \$7.67$  per month.

### 2017 Revised Calculation with Vision

Medical	\$437.75 per month
Cafeteria	\$758.50 per month *
<b>Total City Contribution</b>	<b>\$1,196.24 per month</b>

\* 2017 Revised cafeteria contribution:  $\$750.83 + \$7.67 = \$758.50$  per month

- e. Employees who receive the benefit option prior to the 2008-2012 MOU at 27 hours per week and above the time that this MOU is approved by the SEIU will be grandfathered to this benefit for the term of the MOU even if their hours drop below the 27 hours per week for the term of this MOU.  
  
27 – 28 hours per week, employee receives 70%  
29 – 30 hours per week, employee receives 75%  
31 – 32 hours per week, employee receives 80%
- f. Effective the second full pay period following ratification and approval by the City Council, cafeteria plan contributions may be used by employees to purchase medical, dental and vision insurance premiums. The premium cost will be deducted from any cafeteria plan surplus. If the cafeteria plan does not contain a surplus, the cost will be deducted from pay on a pre-tax basis. There shall be no cash payments for any unused cafeteria plan contributions.

- g. The employee shall be required to pay the balance due as a deduction from the employee's bi-weekly paycheck. The procedures for enrolling in the health insurance shall be established by the City.

#### 27.3 Vision Insurance

- a. Vision insurance, at the current benefit level, will continue to be provided. Such coverage includes a deductible that the employee must pay at the time of service.
- b. The vision plan provides a voluntary buy-up option that enhances coverage for an additional cost and is paid 100% by the employee. Surplus cafeteria plan contributions may not be applied to the buy-up cost.

#### 27.4 Dental Insurance

- a. Delta Dental PPO (Preferred Provider Organization) and Delta Dental DMO (Dental Maintenance Organization) plans are available for enrollment the month following an employee's date of hire.

The Delta Dental PPO plan provides a voluntary buy-up option that enhances coverage for an additional cost and is paid 100% by the employee. Surplus cafeteria plan contributions may not be applied to the buy-up cost.

The Delta Dental PPO plan will offer the same benefits coverage and monthly premium cost as the Sunnyvale Employees' Association (SEA).

#### 27.5 Employee Assistant Program (EAP)

- a. The Employee Assistance Program will continue to be provided. Enrollment is mandatory, and the premium is fully paid by the City.

#### 27.6. Life/AD&D

- a. The City shall provide Life and Accidental Death and Dismemberment (Life/AD&D) insurance for each employee in an amount equal to the employee's hourly rate multiplied by 1,560 hours (maximum number of regularly scheduled hours worked per year).
- b. Such insurance shall be at no cost to the employee, except that, insurance amounts above \$50,000 provided by the City shall be subject to tax law provisions.
- c. At the time of hire, an employee may purchase supplemental



Life/AD&D insurance in an amount equal to the coverage provided by the City, up to a combined maximum coverage of \$80,000.

- d. Employees who did not purchase supplemental Life/AD&D insurance at the time of hire or during the initial open enrollment, may purchase additional Life/AD&D insurance in an amount equal to the coverage provided by the City, up to a combined maximum coverage of \$80,000, subject to approval by the carrier.
- e. The premiums for the supplemental life/AD&D insurance is paid 100% by the employee. Surplus cafeteria plan contributions may not be applied to the supplemental life/AD&D premiums.

#### **27.7 Pre-Tax Health Contributions**

Insurance premium contributions are paid for on a pre-tax basis; however, the City agrees to continue to provide employees with an option to pay their insurance premium contributions on a post-tax basis, to the extent permitted by the Internal Revenue Code.

#### **27.8 Cash In-Lieu**

Effective the first full pay period following ratification by the SEIU membership and approval by the City Council, cash-in-lieu benefit is no longer offered. Employees who receive cash-in-lieu benefit at the time will receive a one-time payment of \$600.

### **Article 28 - STATE DISABILITY INSURANCE (SDI)**

- 28.1 The City agrees to continue to contract with the State of California Employment Development Department to provide SDI benefits to Classified Regular Part-Time employees.
- 28.2 The cost of SDI or the alternative benefits will be paid by employees through payroll deductions. The City's administrative costs shall be paid by the City.

### **Article 29 – OTHER BENEFITS**

- 29.1 Deferred Compensation. The City's deferred compensation program shall be available to employees represented by SEIU according to the provisions of the plan currently in effect.
- 29.2 Credit Union Paycheck Deduction. Effective with the first day of the pay period following the completion of the employee's enrollment and

designation form with the Sunnyvale Employees Federal Credit Union, employees may deposit a specific amount of his/her net salary via paycheck deduction.

- 29.3 Employee Tools. The City shall furnish tools needed by an employee to perform tasks assigned by the City.
- 29.4 Tuition reimbursement and training assistance shall be provided in accordance to the City's Administrative Policy Manual.
- 29.5 Uniforms. Each employee required by the City to wear a uniform, and who actually wears the uniform during works hours, shall receive a uniform in a manner determined by the employee's department or division. A uniform is defined as clothing which is a ready substitute for personal attire the employee would otherwise have to acquire and maintain. This provision excludes items that are for personal health and safety.

A standardized value, as determined by the City, for qualified uniforms shall be reported as "special compensation" as required by PERS procedures for all affected employees who are CalPERS classic members (tier 1 and tier 2 formula) as set forth herein. The Public Employees' Pension Reform Act (Government Code Section 7522 et seq.) prohibits reporting uniform value as "special compensation" for CalPERS new members.

- 29.6 The City will provide Unemployment Insurance benefits at no cost to the employee.
- 29.7 Health Care Flexible Spending Account (FSA)

The City shall provide a plan in accordance with the Internal Revenue Code Section 125 that provides an option for employees to pay for health care expenses on a pre-tax basis.

- 29.8 Dependent Care Flexible Spending Account (FSA)

The City shall provide a plan in accordance with the Internal Revenue Code Section 129 that provides an option for employees to pay for dependent care expenses on a pre-tax basis.

- 29.9 Commuter Transportation Benefits

The City shall provide a plan in accordance with the Internal Revenue Code Section 132(f) that provides an option for employees to pay for qualified work-related transportation expenses for mass transit, van pools, and parking on a pre-tax basis. The monthly election limit is regulated by the IRS.

## **Article 30 - PAID LEAVE**

30.1 Paid Time Off (PTO) shall accrue as follows:

<b>Hours of Service</b>	<b>PTO Accrual Hours for Each Paid Hour</b>
0 – 1,091.99	0.088
1,092 – 5,459.99	0.097
5,460 – 10,919.99	0.122
10,920 – 18,563.99	0.133
18,564 – 27,299.99	0.142
27,300 and up	0.150

30.2 The maximum accumulation of accrued leave shall be 440 hours. There shall be no accrual over 440 hours.

30.3 Requests for leave must be submitted on appropriate leave request forms in accordance with City policy.

30.4 Use of paid leave shall be subject to approval by the employee's supervisor.

30.5 Accumulated leave shall be paid to the employee at the time of separation from the City.

30.6 The City will comply with the California Kin Care Law (Labor Code section 233).

## **Article 31 - BEREAVEMENT LEAVE**

An employee is entitled to bereavement leave in the amount not to exceed his/her normally scheduled work week from 21 to 30 hours where death has occurred to an employee's:

spouse or registered domestic partner, father, mother, step-father, step-mother, son, daughter, brother, sister, grandparents or grandchildren; or to the father, mother, step-father, step-mother, son, daughter, brother, sister, grandparents or grandchildren of an employee's spouse or registered domestic partner.

Except as provided herein, all bereavement leave must be used within six calendar months of the date of the eligible incident. Employees who are designated as the executor for a qualifying decedent's estate may use bereavement leave beyond

the six-month limitation. Any use of bereavement leave more than six months after the eligible incident requires the approval of the Human Resources Director.

The City reserves the right to require proof of death from the employee including, but not limited to: death certificates, obituaries, and funeral cards.

## **Article 32 - CITYWIDE EMPLOYEE EMERGENCY LEAVE RELIEF FUND**

- 32.1 The City-Wide Employee Emergency Leave Relief Fund is a program that allows an employee who has leave hours accrued, the opportunity to donate a portion of his/her accrued leave to benefit another employee needing paid emergency leave.
- 32.2 To benefit from this fund, the receiving employee must be eligible to accrue City paid leave time, must have used all available accrued leave and must have a personal emergency that requires the employee to be on leave from work responsibilities to attend to the emergency.
- 32.3 To receive relief hours from the Fund, the employee, a member of the family or a friend must submit a written request to the City Manager or designee stating the hours needed and briefly explaining the circumstances of the emergency requiring use of hours from the Fund.
- 32.4 Rules and procedures defining the use of this Fund shall be promulgated by the City Manager or his/her designee.

## **Article 33 – FAMILY MEDICAL CARE LEAVE AND PREGNANCY DISABILITY LEAVE**

The City will comply with the Family and Medical Care Leave act (FMLA), the California Family Rights Act (CFRA), and the Pregnancy Disability Leave Act (PDL).

## **Article 34 – JURY DUTY**

- 34.1 The City shall grant a leave with pay for any employee required to report to Jury Duty until that employee is released by the Court. The paid leave would cover only those regularly scheduled work hours provided that the employee:
  - a. is actively engaged in the jury process;

- b. returns to his/her worksite to complete his/her shift if the employee is released prior to the end of the employee's regular work day; and
- c. gives to the City all fees received from such duties within thirty (30) days from termination of jury service.

## **Article 35 – SUBSTITUTES**

35.1 For all departments, except the Library, when an employee is absent from work, due to either a planned or unplanned absence, the supervisor shall obtain a substitute, if necessary, for the employee.

35.2 For the Library:

- a. For planned absences, the current practice of the employee obtaining a substitute shall continue; with the understanding that such substitute shall be within the same classification within the regular part-time category.
- b. For unplanned absences due to an emergency, the employee shall notify his/her supervisor of the employee's inability to come to work no later than the employee's schedule starting time. The supervisor shall assume responsibility for obtaining a substitute.

## **Article 36 - HOLIDAYS/SHORT TERM ABSENCES/LONG TERM ABSENCES**

### **36.1 Holidays**

Employees who work a regular schedule shall receive holiday pay on a recognized City Holiday based on their regular weekly schedule. Employees who were on full pay status of their regular schedule both before and after each holiday shall be entitled to this holiday pay.

For example:

- Regularly scheduled to work 21 hours per week:
  - Holiday pay on a recognized City holiday =  $21 \text{ hours} \div 5 \text{ days} = 4.2 \text{ hours}$
- Regularly scheduled to work 30 hours per week:
  - Holiday pay on a recognized City holiday =  $30 \text{ hours} \div 5 \text{ days} = 6 \text{ hours}$
- Days per week for holiday pay purpose is always 5 days regardless of the actual number of days scheduled to work in a week.

Employees who work on a holiday will receive base pay for all hours worked on a holiday in addition to holiday pay.

a. Recognized City holidays include:

New Year's Eve  
New Year's Day  
Martin Luther King Jr. Day  
Presidents' Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve  
Christmas Day

b. For the purposes of satisfying the requirement that employees work or use paid leave to equal at least 21 hours per week, the holiday leave hours will count as paid leave.

c. Employees will not be allowed to work above their authorized budgeted hours during a holiday week unless such work is approved by the Department Director, due to operational necessity.

36.2 Short-Term Absences

Employees who need to be absent from work due to illness, or other bona fide personal needs, shall use accrued paid leave, or may make up the time if mutually agreeable with the supervisor. If the employee does not have accrued leave available, Leave Without Pay may be taken on a short-term basis in accordance with administrative procedure.

36.3 Long-Term Absences

Long-term leaves without pay and pre-scheduled leaves without pay must be approved through the City's regular administrative process.

## **Article 37 - RECLASSIFICATION**

37.1 For future reclassifications during the term of this MOU, an employee may submit a request for a reclassification for his or her job to the Department of Human Resources and to his/her supervisor only during the month of February of each year.

- 37.2 Such request shall be processed through the employee's department and submitted to the Department of Human Resources no later than March 31 of the same year.
- 37.3 If the Department of Human Resources declines to perform the requested reclassification study, then the requesting employee shall be notified in writing no later than June of the same year. The Department of Human Resources may decline a request for a reclassification of a job that has been studied within the past 24 months, unless the employee and the affected department justify such new request.
- 37.4 Each employee submitting a reclassification request shall receive a written response to such request, but in no event shall the response be later than the end of the fiscal year following the fiscal year of submittal.
- 37.5 If the City denies the reclassification of the employee's position, the City shall give the incumbent the reasons for denial in writing.
- 37.6 If the City reclassifies the position, and the employee was eligible, as defined in the Administrative Policy, Chapter III, Article 2, to be reclassified when the request was filed, the employee shall be appointed to the new classification retroactively, effective the full pay period after the request was originally submitted to the Department of Human Resources.
- 37.7 If the employee was not eligible to be promoted when the request was filed, then the reclassification shall be effective when the employee becomes eligible.

## **Article 38 - TESTING FOR CITY VACANCIES**

Any employee represented by SEIU who desires to test for a position advertised and posted by the City, if such a position represents a promotion or lateral transfer, shall be entitled to time off without loss of pay for the period required to take any and all parts for the testing process, if such testing occurs during the employee's regularly scheduled work hours. Each employee is allowed to exercise this prerogative twice per year.

## **Article 39 - SELECTION APPEAL PROCEDURE**

The parties agree that if a bargaining unit member who has sought a promotion or transfer has been denied his or her rights or perceives that he or she has been unfairly treated, he or she may bring his/her concerns directly to the Director of Human Resources. The Director of Human Resources will either address the

issue by speaking to the employee and attempting to resolve the employee's concern or explaining to the employee that he or she cannot resolve the issue and that the employee may file a grievance. The time to file a grievance (in accordance with the grievance procedure if appropriate) will be extended to the date of the communication (either orally or in writing) to the employee from the Director of Human Resources.

## **Article 40- UNION/MANAGEMENT JOINT RESOLUTION MEETINGS**

- 40.1 The parties agree that regular meetings to explore mutual problems will be beneficial to the relationship between the City and the Union. To promote a problem-solving approach, the parties agree that decision making shall be by consensus. For these purposes, consensus means that no meeting participant objects to a decision or course of action under consideration by the group.
- 40.2 Consequently the parties agree to meet bimonthly to discuss any issue concerning the rights of either party or the relationship between the City and the Union or the City and employees the Union represents. The purpose of the meetings is to exchange information and to solve problems. By mutual agreement, the parties may meet more often than or less often than bimonthly.
- 40.3 Consequently the parties agree to meet quarterly, or within 15 days of either party requesting a meeting, to discuss any issue concerning the rights of either party or the relationship between the City and the Union or the City and employees the Union represents. The purpose of the meetings is to exchange information and to solve problems.
- 40.4 The parties agree that such meetings shall not be negotiations and therefore the results of the meetings shall not be binding on the parties unless they develop and execute a document that memorializes their results.
- 40.5 Each of the parties may have three (3) representatives plus additional people as reasonably needed for a specific topic. Union representatives shall receive reasonable release time to participate in these meetings.
- 40.6 To promote the objectives of this process, the parties agree to focus on the problem under consideration and to attempt to develop a consensus solution for each problem discussed by the group. Further, to promote the objectives of this process, the parties agree to refrain from negatively characterizing the participation, ideas or approach of the other party to people outside the meeting.



## **Article 41 - CITYWIDE COMMITTEES**

SEIU employees shall be eligible to participate or be designated by departments in Citywide committees, where union representation is part of the committee component.

## **Article 42 - EMPLOYEE ROSTER**

- 42.1 Quarterly, at the written request of the Union, City shall provide a roster of employees which contains each employee's name, class, department, division, hire date, fiscal year-to-date hours, life-to-date hours, last day worked, range, step, and hourly rate.
- 42.2 Bi-weekly, the City shall provide a list of new hires/separations.
- 42.3 At new employee orientation, the City shall provide the employee a form (provided by the Union and agreed to by the City) to complete whereby the employee will or will not provide authorization to the City to release the employee's home address and telephone number to the Union. If the employee provides such authorization, the employee's home address and telephone number will be included on the reports.

## **Article 43 - PERSONNEL FILES**

- 43.1 The Department of Human Resources shall maintain employees' personnel file. City agrees to comply with Labor Code Section 1198.5 pertaining to record keeping, access to and maintenance of personnel files.
- 43.2 With reasonable notice to the Department of Human Resources, an employee or his/her representative upon presentation of written authorization from the employee, shall have access to the employee's personnel file.
- 43.3 The employee may be required to acknowledge receipt of any document entered into his/her personnel file without prejudice to subsequent arguments concerning the contents of such documents.

## **Article 44- BULLETIN BOARDS**

- 44.1 The Union shall have the use of designated bulletin board space to post

material related to Union business.

- 44.2 The placement of bulletin boards and the portion of the board to be made available to the Union shall be determined by mutual agreement.
- 44.3 Any materials posted must be dated and initialed by the Union representative responsible for the posting.
- 44.4 At the time of the posting, a copy of the material must be given to the management representative designated for that bulletin board.
- 44.5 The Union shall remove posted material after it has served its purpose, usually within 30 days.
- 44.6 The Union agrees that nothing of a libelous, obscene, defamatory, or of a partisan political nature, or inconsistent with the promotion of harmonious labor relations between the City and the Union shall be posted.
- 44.7 The Union agrees that this Article provides the right to post materials only on designated bulletin boards.
- 44.8 Any material posted in violation of this Article may be removed by the management representative designated for a particular bulletin board.
- 44.9 If material is removed pursuant to 44.8 above, the City shall notify the Union in writing of the removal and the reasons therefore.

## **Article 45 – UNION BUSINESS LEAVE**

Leave of absence without pay to take employment with the Union signatory to this MOU may be granted for a maximum period of thirteen (13) full bi-weekly pay periods. Employees are entitled to retain any accrued paid leave credits while on such leave. In the event that employees on approved Union Business Leave wish to continue group health benefits coverage (including medical, dental, and vision insurance) through the City plans, arrangements will be made for the Union to reimburse the City for the costs associated with continuing such coverage.

Unpaid leave under this provision is subject to approval by the employee's supervisor/manager and department director.

## **Article 46 – REOPENERS**

- 46.1 Affordable Care Act. At such time as regulations are issued implementing the Affordable Care Act, the City and the Union will meet and confer to

review the impact of such regulations on the benefits plans then in force. If modifications to the benefits, eligibility for coverage, employer or employee contribution to the cost of insurance or any other provisions of the benefit plans covered by this MOU will be modified by the ACA during the term of this agreement, it is agreed that the City and the Union will reopen the contract to meet and confer and determine how such mandated changes will be implemented.

- 46.2 HRIS/Financial System. The City contemplates implementing a new HRIS/Financial System during the term of this MOU. Accordingly, the parties agree to re-open MOU terms, as necessary, in order to implement any new system. The City agrees that the re-opener negotiations will not result in any material diminution in compensation.
- 46.3 Pay Date. The City may elect to reopen the contract to propose changing the pay date once all other city bargaining units have agreed to implement the City's proposal.

**Bargaining Unit #4  
Service Employees International Union, Local 521**

**Memorandum of Agreement  
July 1, 2017 – June 30, 2021**

**City of Sunnyvale**

**Bargaining Unit #4  
SEIU, Local 521**

---

Deanna J. Santana, City Manager

---

Bob Balmanno, Chapter Chair,  
SEIU Local 521

---

Teri Silva, Director of Human  
Resources

---

Lori McKay, Chief Steward, SEIU  
Local 521

---

Miesha Brown, Lead Worksite  
Organizer, SEIU Local 521

---

Date

---

Date

## Appendix A – REGULAR PART-TIME CLASSIFICATIONS

JOB CODE	CLASSIFICATION
8500	Part-time Administrative Aide
8601	Part-time Administrative Analyst
8900	Part-time Automotive Shop Attendant
8303	Part-time Building Services Worker
8700	Part-time Business Liaison
8701	Part-time Career Advisor
8702	Part-time Comp Systems Specialist
8301	Part-time Custodian
8100	Part-time Employment Training Program Coordinator
8110	Part-time EMS Specialist I
8120	Part-time EMS Specialist II
8250	Part-time Environmental Chemist I
8251	Part-time Environmental Chemist II
8150	Part-time Facility Attendant I
8151	Part-time Facility Attendant II
8200	Part-time Golf Service Assistant
8300	Part-time Graphic Artist
8305	Part-time Laboratory/Field Technician
8350	Part-time Landfill Technician
8400	Part-time Librarian
8402	Part-time Library Specialist I
8404	Part-time Library Specialist III
8130	Part-time Mail Clerk
8107	Part-time Meter Reader
8102	Part-time Office Assistant
8105	Part-time Principal Office Assistant
8106	Part-time Senior Crime Analyst
8104	Part-time Senior Office Assistant
8800	Part-time Senior Workforce Services Representative
8103	Part-time Staff Office Assistant
8600	Part-time Vehicle Abatement Officer

**CITY OF SUNNYVALE**

**and**

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 521  
(Bargaining Unit #4)**

**MEMORANDUM OF UNDERSTANDING**

**July 1, ~~2014~~2017 to June 30, ~~2017~~2021**

## TABLE OF CONTENTS

Article 1 - RECOGNITION .....	1
Article 2 - TERM .....	1
Article 3 - FULL UNDERSTANDING, MODIFICATIONS, AND WAIVERS .....	1
Article 4 - SEVERABILITY (SAVINGS CLAUSE) .....	2
Article 5 - SUCCESSOR AGREEMENT .....	2
Article 6 - RELEASE TIME .....	3
Article 7 - CITY RIGHTS .....	3
Article 8 - ORDINANCES, CODES, RESOLUTIONS, AND POLICIES .....	4
Article 9 - CIVIL SERVICE RULES AND REGULATIONS .....	4
Article 10 - NON-DISCRIMINATION .....	4
Article 11 - AUTHORIZED AGENTS .....	5
Article 12 - UNION ACCESS .....	5
Article 13 - STEWARDS .....	6
Article 14 - AGENCY SHOP .....	6
Article 15 - GRIEVANCE PROCEDURE .....	9
Article 16 - PROBATIONARY PERIOD .....	14
Article 17 - MINIMUM/MAXIMUM HOURS .....	15
Article 18 - REDUCTION IN FORCE .....	16
Article 19 - WAGES .....	16
Article 20 - SALARY RANGES .....	19
Article 21 - MERIT INCREASES .....	19
Article 22 - OTHER PAY .....	19
Article 23 - BILINGUAL/TRANSLATOR PAY .....	21
Article 24 - SAFETY SHOES .....	21
Article 25 - PERS .....	22
Article 26 - MEDICARE .....	24
Article 27 - INSURANCE .....	24
Article 28 - STATE DISABILITY INSURANCE (SDI) .....	29
Article 29 – OTHER BENEFITS .....	29
Article 30 - PAID LEAVE .....	30
Article 31 - BEREAVEMENT LEAVE .....	31
Article 32 - CITYWIDE EMPLOYEE EMERGENCY LEAVE RELIEF FUND .....	32
Article 33 – FAMILY MEDICAL CARE LEAVE AND PREGNANCY DISABILITY LEAVE .....	32
Article 34 – JURY DUTY .....	32
Article 35 – SUBSTITUTES .....	33
Article 36 - HOLIDAYS/SHORT TERM ABSENCES/LONG TERM ABSENCES .....	33

Article 37 - RECLASSIFICATION.....	36
Article 38 - TESTING FOR CITY VACANCIES .....	36
Article 39 - SELECTION APPEAL PROCEDURE .....	37
Article 40- UNION/MANAGEMENT JOINT RESOLUTION MEETINGS.....	37
Article 41 - CITYWIDE COMMITTEES.....	38
Article 42 - EMPLOYEE ROSTER.....	38
Article 43 - PERSONNEL FILES .....	38
Article 44- BULLETIN BOARDS .....	39
Article 45 – UNION BUSINESS LEAVE .....	39
Article 46 – REOPENERS .....	40
Appendix A – REGULAR PART-TIME CLASSIFICATIONS.....	42



**CITY OF SUNNYVALE  
and  
BARGAINING UNIT #4  
Service Employees International Union, Local 521**

**MEMORANDUM OF UNDERSTANDING**

---

**Article 1 - RECOGNITION**

- 1.1 Service Employees International Union, Local 521, AFL-CIO (hereafter, "Union") is hereby recognized as the Exclusive Representative of City Employees in Bargaining Unit #4 (hereafter, "Unit"). The term "employees" as used herein refers to those employees regularly scheduled to work a minimum of 1,092 hours to a maximum of 1,716 hours per fiscal year and occupying the classifications as currently listed in Appendix A, or as may be modified by mutual agreement of the Parties during the term of this Memorandum of Understanding (hereafter, "MOU").
- 1.2 If the City develops a new classification, it shall make an initial determination as to the unit placement of that classification.
- 1.3 The City shall notify the Union of the development of a new classification and the City's initial unit placement, and, upon written request from the Union within ten (10) working days of the City's notice, shall consult with the Union concerning the unit placement of the new classification.

**Article 2 - TERM**

The term of this Agreement shall be from July 1, ~~2014-2017~~ through and including June 30, ~~2017~~2021.

**Article 3 - FULL UNDERSTANDING, MODIFICATIONS, AND WAIVERS**

- 3.1 This Agreement sets forth the full and entire agreement of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements, including any prior memoranda of agreement, over these matters between parties, whether formal or informal, are hereby superseded or terminated in their entirety.

- 3.2 It is agreed and understood that, except as set forth herein, each party hereto voluntarily and unqualifiedly waives its right to negotiate, and agrees that the other party shall not be required to negotiate with respect to any subject or matter covered herein or with respect to any other matters within the scope of representation, during the term of this Agreement.
- 3.3 The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.
- 3.4 The provisions of this Agreement are of no force or effect until ratified by the Union and duly adopted by the City Council of the City of Sunnyvale.
- 3.5 The parties agree to mutually select a printer who will produce copies of this Agreement. The parties will equally share the cost of the initial edition. If either party needs additional copies, such party will bear the cost of the additional printing.

#### **Article 4 - SEVERABILITY (SAVINGS CLAUSE)**

- 4.1 In the event any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect.
- 4.2 If a provision is declared invalid or unenforceable as provided in Section 4.1 above, then at the written request of either Party submitted to the other within ten (10) working days of such action by the court, the Parties shall meet promptly to negotiate the impact of such declaration by the court.
- 4.3 If the federal government or State of California implements legislation which penalizes the City for paying increases in benefits and wages in excess of certain limits, then at the written request of either Party submitted to the other within ten (10) working days of such action by the government, the Parties shall meet promptly to negotiate the impact of such legislation.
- 4.4 If the federal government or State of California grants additional benefits, then at the written request of either Party submitted to the other within ten (10) working days of such action by the government, the Parties shall meet promptly to negotiate the impact of such granting.

#### **Article 5 - SUCCESSOR AGREEMENT**

- 5.1 In accordance with the City Civil Service Rules and Regulations, the parties agreed that they shall endeavor to provide each other with notification of a

desire to negotiate for a successor Agreement by 120 days from the expiration of this Agreement.

It is the intent of both parties to try and reach a successor Agreement prior to the expiration of this Agreement. However, it is by no means a mandatory obligation of the parties to do so.

- 5.2 Upon receipt of such written notice from either party, negotiations shall begin no later than 90 calendar days prior to the termination date of the agreement.

If either party is unable to meet the timeline, it shall not result in any waiver of rights. The parties shall meet as soon as possible.

## **Article 6 - RELEASE TIME**

- 6.1 When negotiating a successor agreement, the Union shall be represented by no more than five (5) employees who will not lose wages and benefits when negotiating during their scheduled work hours. The Union shall have the right to assign up to 5 bargaining unit members to participate in negotiations who shall be entitled to paid release time as long as it occurs during the regular scheduled work hours. Union members chosen to participate in negotiations shall be entitled to release time for maximum of 1 hour before negotiation begins until 1 hour after negotiation ends (as long as the pre and post negotiation occurs during regular work hours).
- 6.2 The Union shall submit the names of all designated representatives to the Director of Human Resources at least two working days in advance of such meetings.
- 6.3 If the SEIU Field Representative of the Union attends a mutually agreed upon meeting with the City, the SEIU Worksite Organizer and up to two (2) stewards and/or Chapter Chair shall have reasonable release time to attend such meeting.
- 6.4 Travel time is included within the reasonable release time.

## **Article 7 - CITY RIGHTS**

Except as modified by this Agreement, the rights of the City as contained in the City Charter, Constitution, and Laws of the State of California include, but are not limited to, the right to determine the services, activities, and functions of its constituent departments, commissions and boards; set standards of service, determine the procedures and standards of selection for employment and

promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations, determine the methods, means and personnel by which governmental operations are to be conducted; take all necessary actions to carry out its service, activities, and functions in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

## **Article 8 - ORDINANCES, CODES, RESOLUTIONS, AND POLICIES**

- 8.1 Any written City ordinances, codes, resolutions, or policies currently in effect that cover subjects within the scope of representation shall not be changed during the term of this Agreement without first giving the Union the opportunity to meet and confer concerning such changes, except as otherwise provided by this Agreement.
- 8.2 Such meeting and conferring shall be up to and including mediation.
- 8.3 Within four (4) weeks of a written request by the City, the parties shall begin negotiations concerning proposed changes to the City's Administrative Policy and the City's Civil Service Rules.
- 8.4 The City shall administer the Achievement Plans/Audits for Classified Regular Part-Time Employees in accordance with the Administrative Policy Manual Chapter III, Article V, Section 4.
- 8.5 The City and SEIU agree to re-open this Article of the MOU at such time as the City is ready to develop a new employee evaluation system.

## **Article 9 - CIVIL SERVICE RULES AND REGULATIONS**

This Agreement adopts and incorporates by reference the provisions of the Civil Service Rules and Regulations and the existing Salary Resolution insofar as these provisions apply to wages and fringe benefits and such provisions remain in effect except as modified herein.

## **Article 10 - NON-DISCRIMINATION**

- 10.1 Neither party shall discriminate against an employee based on race, religious creed, color, national origin, ancestry, sex, age, gender, political activity or affiliation, disability, medical condition, sexual orientation, or marital status. Neither party shall interfere with, intimidate, restrain or coerce any employee in his/her free choice to participate or not to

participate actively in, or to join or not to join the Union.

- 10.2 The City will comply with the disability discrimination provisions of the Americans with Disabilities Act (ADA) and the Fair Employment and Housing Act (FEHA). Employees who are disabled as defined by the law will be entitled to reasonable accommodations in order to continue employment as required by ADA and FEHA.

## **Article 11 - AUTHORIZED AGENTS**

For purposes of administering the terms and provisions of this Agreement:

- 11.1 City's principal authorized representative shall be the City's Director of Human Resources or his/her duly authorized representative [address: 505 West Olive Avenue, Suite 200, Sunnyvale, CA 94086; telephone 730-[74957490](tel:74957490); FAX (408) 720-1497] except where a particular management representative is specifically designated in connection with a specific purpose.
- 11.2 The Union's principal authorized representative shall be the Union's Executive Secretary or his/her duly authorized representative.

## **Article 12 - UNION ACCESS**

- 12.1 Authorized Union representatives may be granted access to work locations in all facilities where employees covered by this Agreement are employed, to conduct grievance investigations and observe working conditions.
- 12.2 Authorized Union representatives shall not interfere with the work operations of the City. Authorized Union representatives desiring such access to work locations shall first request entrance from the appropriate manager at which time the Authorized Union representative shall inform said manager of the purpose of the visit. Such request may be made by telephone or in person upon entering the work location.
- 12.3 The manager may deny access to a work location if, in his or her judgment, the visit will unduly interfere with the operation of the City. If access is denied, the Authorized Union representative will be informed when access will be made available. Such access shall be at a mutually agreed upon time, or within 24 work hours, if no agreement can be reached.
- 12.4 The Union shall give the Director of Human Resources a list of Authorized Union representatives. Access shall only be granted to Authorized Union representatives on the current list.

## Article 13 - STEWARDS

- 13.1 A steward shall be granted reasonable release time to investigate and/or prepare for a grievance procedure and to attend a formal grievance hearing. A steward shall be granted reasonable release time to attend an investigative meeting and to act on behalf of an employee facing possible disciplinary action.
- 13.2 A steward desiring to leave his/her work location to process a grievance shall first obtain permission from his/her supervisor. Release from work shall be made as soon as practical.
- 13.3 Permission from the grievant's supervisor shall first be obtained before a steward enters a work location of a grievant to process a grievance. Permission to enter shall be made as soon as practical.
- 13.4 The Union agrees that whenever a steward is involved in grievance activities listed above during work hours, only that amount of time necessary to bring about a prompt disposition of the matter will be utilized.

## Article 14 - AGENCY SHOP

The parties are aware of the law enacted pursuant to Senate Bill 739, effective January 1, 2001, amending Government Code Section 3500 et. seq. concerning agency shop. The parties have agreed to implement and apply agency shop as set forth below. To the extent that there are differences between the statutory provisions and the language in this MOU, the MOU is intended to prevail.

### 14.1 Agency Shop Implementation

All SEIU-represented employees must either join the Union, pay a rate equivalent to Union membership dues or pay a rate otherwise specified by the Union ~~full capture service fee dues to the Union~~ or execute a written declaration claiming a religious exemption from this requirement.

Any SEIU-represented employee hired by the City shall be provided through the Department of Human Resources a notice advising that the City has entered into an Agency Shop agreement with the Union.

Such notice shall include a form for the employee's signature authorizing payroll deduction of the Union dues or agency shop fees at a rate equivalent to Union membership dues, a full capture service fee dues, or to request an exemption and to authorize the appropriate charitable contribution in lieu of

Union membership or a rate equivalent to Union membership ~~full capture service fee~~ dues payment (see #2 below). Employees shall have fifteen (15) working days following the initial date of employment to fully execute the authorization form and return said form to the Department of Human Resources. If the employee fails to return the authorization forms, the City will initiate payroll deduction for agency shop at a rate equivalent to Union membership dues ~~full capture service fees dues~~ effective the next full pay period.

#### 14.2 Religious Exemption

Any SEIU-represented employee who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a public employee organization shall be permitted upon presentation of verification of active membership in such religion, body or sect, to make a charitable contribution equal to the service fee in-lieu of Union Membership or service fee payment.

Declarations of, or applications for, religious exemption and any supporting documentation shall be forwarded to the Union within ten (10) working days of receipt by the City. The Union shall have ten (10) working days after receipt of a request for religious exemption to challenge any exemption granted by the City Manager or his/her designee. If challenged, the deduction to the charity of the employee's choice shall be held/stopped pending resolution of the challenge.

#### 14.3 Payroll Deductions and Pay-over

The effective date of membership dues, agency shop fees equivalent to Union membership dues, a rate otherwise specified by the Union ~~full capture service fee dues deductions~~ or charitable contributions shall be the next full pay period after receipt by the Human Resources Department of the authorization form.

Charitable deduction shall only be by regular payroll deduction. For purposes of this Article, charitable deduction means a contribution to one of the federations and/or entities within a federation to which the City has established payroll deductions under the Citywide Giving Campaign. These federations shall be exempt from taxation under 501(c)(3) of the Internal Revenue Code.

The employee's earnings must be sufficient, after other legal and required deductions are made, to cover the amount of the dues or agency shop rate equivalent to Union membership ~~full capture service fee~~ dues authorized. All legal and required deductions have priority over Union dues and service fee dues.



When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings.

In the case of an employee who is in a non-pay status during only part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made.

The City shall promptly pay to the designated payee all sums so deducted.

Should the Union change the dues structure, the Union shall inform the City in writing. The City shall change the dues structure as quickly as possible, but will do so no later than two full pay periods from the date on which the City received written notice of the changed dues structure.

#### 14.4 COPE Deduction

The City will also honor written assignments of wages to the Union's Committee on Political Education (COPE) fund, for employees in the bargaining units who submit written authorizations. Employees may revoke their authorization at any time by submitting written revocation to the Payroll Department, who will forward such revocation to the Union.

The City will forward to the Union the dues and COPE deductions along with the names and employee identification numbers within ten (10) calendar days of deduction, along with the names, wages and ID numbers of the employee.

Although the parties agree that the COPE deduction is valid and lawful, SEIU agrees to indemnify and hold the City harmless for any claims which may be brought as a result of the COPE deduction.

#### 14.5 Reports

The City shall provide biannually a list of all SEIU-represented employees making charitable deductions pursuant to a religious exemption as described herein.

#### 14.6 Financial Reports

The Union shall annually submit copies of a financial report similar to that required by the Labor-Management Disclosure Act of 1959, to the City's Department of Human Resources. Copies of such reports shall be available to employees, subject to the Agency Shop requirements of this Section, at the offices of the Union.



Failure to file such a report within sixty (60) days of the close of the Union's fiscal year shall result in the termination of all agency fee deductions, without jeopardy to any employee, until such report is filed.

14.7 Hold Harmless

The Union shall indemnify and hold harmless the City, its officers, and employees from any and all claims, demands, suits, or any other action arising from the Agency Shop provisions herein. In no event shall the City be required to pay from its own funds Union dues, service fees or charitable contributions which the employee was obligated to pay, but failed to pay, regardless of the reason(s).

14.8 Job Announcements

Job announcements for positions covered by this Agreement will incorporate the requirements of this Article as a condition of employment.

14.9 Enforcement

Nothing herein shall require the City to take disciplinary action against any employee who fails to comply with the provisions of this Article.

## **Article 15 - GRIEVANCE PROCEDURE**

### **PREAMBLE**

The parties agree that this grievance procedure is designed to resolve labor management issues in a way that maximizes the chances of mutual agreement. The communications/appeals process described below should also maximize harmonious, respectful, and polite communications.

### **DEFINITIONS**

1. Grievance. A grievance is an alleged misapplication of a specific provision of this MOU, or a specific provision of the Administrative Policy Manual, Employee Handbook, City Ordinance, City Code, or departmental policies, rules or regulations, covering wages, hours or other terms or conditions of employment, which alleged misapplication adversely affects the grievant. The content of Employee Performance Audits is not grievable.
2. Written Grievance. A written grievance is a grievance, as defined above, which has been reduced to writing on a form provided by the City, and which shall include the grievant's name, classification, department, immediate supervisor's

name, representative's name, if any; the specific section of the MOU, ordinance or code alleged to have been misapplied, a specific description of the alleged grievance, with the circumstances supporting the grievant's allegation, and the specific remedy requested to resolve the grievance.

3. Grievant. A grievant is an employee, a group of employees or the Union. A grievant may file a grievance, as defined above. Alleged misapplications which affect more than one employee in a substantially similar manner may, by mutual agreement, be consolidated as a group grievance and thereafter represented by a single grievant.
4. Work day is defined as Monday through Friday exclusive of holidays.

## GRIEVANCE PROCESS

1. Unwritten Grievance. The grievant shall orally discuss his/her grievance with his/her immediate management supervisor in an attempt to resolve the grievance. The management supervisor shall give an oral response to the employee within seven (7) work days of the issue being raised by the employee.

2. Written Grievance.

Level 1: If the grievant is not satisfied with the resolution proposed at the unwritten level, he/she may, within thirty (30) calendar days from the event giving rise to a grievance, or from the date the employee should reasonably have been expected to have knowledge of such event, file a formal written grievance with his/her Program Manager on a form prepared and supplied by the City. The Program Manager shall, within seven (7) work days from the receipt of the grievance, meet the grievant and give a written response to the grievant on the original grievance form.

Level 2. If the grievant is not satisfied with the written response from his/her Program Manager, the grievant may, within seven (7) work days from the receipt of such response, file a grievance with his/her Division Level Manager. Within seven (7) work days of receipt of the written appeal, such Manager shall investigate the grievance, which shall include meeting with the grievant, and give a written response to the grievant on the original form.

Level 3. If the grievant is not satisfied with the written response from his/her Division Level Manager, the grievant may, with seven (7) work days from the receipt of the response appeal the grievance to the Department Director. Within seven (7) work days of receipt of the written appeal, the Department Director or designee shall investigate the grievance, which may include a meeting with the grievant, and give a written response to the grievant on the original grievance form.

Level 4. If the grievant is not satisfied with the written response of the Department Director, the grievant may, within seven (7) work days from the receipt of this response, file a written appeal to the City Manager or designee. Within ten (10) work days of receipt of the written appeal, the City Manager or designee shall investigate the grievance, which shall include a meeting with the grievant, and give a written response to the grievant.

## GENERAL PROVISIONS

1. The time limits set forth herein above are to be strictly followed. Time limits may be waived only by written agreement signed by the parties.
2. If a grievant fails to carry his/her grievance forward to the next level within the prescribed time period, the grievance shall be prevented from going further.
3. If the original grievance is modified at any step, it shall be considered a new grievance and must be re-filed, treated as a new grievance and subject to all procedural considerations, unless, modified in writing by mutual consent of the parties.
4. If a supervisor or manager fails to respond with an answer within the given time period, the grievant may appeal to the next higher level.
5. The grievant may be represented by a person of his/her choice at any formal level of this procedure.
6. Formal levels may be waived by mutual written consent of the parties.
7. If the grievant is not represented by the Union, the Union shall be notified of a settlement proposed at any written level of the procedure which is acceptable to both the grievant and the City prior to the settlement being finalized. The purpose of this step is to allow the Union to state its position for the record. If the Union does not provide a written response within seven (7) work days after notification, such opportunity shall be considered waived, and the proposed settlement shall be implemented and the matter closed. If a timely response is made, the City's representative shall give full consideration to the Union's position prior to settlement of the grievance.
8. Although grievances will normally be filed at the first level, the parties recognized that certain grievances, due to their nature, should be more appropriately filed at a higher level. The parties therefore agree that if a grievant and the program manager at level 1 agree that a grievance may be filed at a higher level, the grievant may then go ahead and file a grievance at the higher level.

9. By mutual agreement of the parties, a grievance may revert to a previous level of the procedure.

#### GRIEVANCE REPRESENTATIVE

1. There shall be a reasonable number of Grievance Representatives in this Unit.
2. At the request of the grievant, the grievant may be represented by a Grievance Representative.
3. In instances where the designated Grievance Representative is unable to represent a grievant, the Chapter Chair shall represent the grievant or designate a representative who is on the current list as provided below, to act as a substitute.
4. Both the Grievance Representative and either the Chapter Chair or designee will be allowed to represent at Level 2 or higher.
5. A Grievance Representative shall be granted reasonable release time to investigate and/or prepare for a grievance procedure and to attend a formal grievance hearing. A Grievance Representative shall be granted reasonable release time to attend an investigative meeting and to act on behalf of an employee facing possible disciplinary action.
6. A Grievance Representative shall operate within their designated area except as provided in Paragraph 3 above.
7. A Grievance Representative desiring to leave his/her work location to process a grievance shall first obtain permission from his/her immediate supervisor. Release from work shall be made as soon as practical.
8. A Grievance Representative desiring to enter the work location of a grievant to process a grievance shall first obtain permission from the grievant's supervisor. Permission to enter shall be made as soon as practical.
9. The Union agrees that whenever a Grievance Representative is involved in grievance activities listed in Paragraph 5 above during working hours, only that amount of time necessary to bring about a prompt disposition of the matter will be utilized.
10. The Union shall give the Human Resources Director or designee a list of the names of employees selected as Grievance Representatives, and will immediately notify the Department of Human Resources of any changes.

11. Only those employees whose names are on the current list shall be granted release time to serve as a Grievance Representative.

## ARBITRATION

1. If a grievance has been properly processed through the Grievance Procedure, and has not been resolved, and the original grievance is an alleged misapplication of a specific provision of this MOU which adversely affects the grievant, then the grievant, through the Union, may appeal the grievance to Arbitration.
2. To request Arbitration, the appeal must be filed with the Director of Human Resources or designee within ten (10) days of receipt of an answer at Level 4, or ten (10) days from the last day an answer was possible at Level 4 of the Grievance Procedure.
3. The parties may mutually agree upon the selection of the arbitrator or shall jointly request the State of California Conciliation Service to provide a list of seven (7) names of persons qualified to act as arbitrators.
4. Within ten (10) days following receipt of the above-referenced list, the parties shall meet to select the arbitrator. The right to strike the first name shall be determined by lot, and the parties shall alternately strike one name from the list until only one (1) name remains, and that person shall be the arbitrator.
5. Within twenty (20) days following the receipt of the notice of appeal to arbitration, a meeting shall be arranged by the Director of Human Resources or designee with the employee and appropriate Union representative to prepare a joint statement of the issue(s) to be presented to the arbitrator. If the parties are unable to agree upon the issue(s), each party will prepare its statement of the issue(s) to be presented to the arbitrator.
6. The arbitrator shall hold a hearing on the issue(s) jointly submitted, or as determined by the arbitrator if the parties have not mutually agreed upon the issue(s), and, within 30 calendar days of the hearing, render a written decision with reasons for the decision.

### Post Hearing Briefs

Unless the parties mutually agree, there shall be no post hearing briefs. The parties shall present oral argument immediately upon close of the presentation of evidence. However, in the situation of multiple day hearings broken by days or weeks, or of a complex case, a party may request of the arbitrator the right to submit a post-hearing brief.

7. Each of the parties shall pay for the time and expenses of its representatives and witnesses through all stages of the arbitration and shall contribute equally to the fees and expenses of the arbitrator and court reporter, if any.
8. The parties agree that the arbitrator shall not add to, subtract from, change or modify any provision of this Agreement and shall be authorized only to apply existing provisions of this Agreement to the specific facts involved and to interpret only applicable provisions of this Agreement.
9. The decision of the arbitrator shall be final and binding.
10. The arbitrator's award is subject to the California Arbitration Act, by petition of either side, pursuant to C.C.P. Sections 1280, et seq.

#### APPEAL PROCEDURE WAIVER

The Union agrees that the procedures set forth in this Agreement are the only grievance and appeal procedures available to the employees it represents and that any appeal rights found elsewhere within City Codes, Ordinances or Resolutions are waived. The sole exception to this waiver is the Impasse Procedure, which is still applicable as a dispute resolution procedure available during the meet and confer process.

#### **Article 16 - PROBATIONARY PERIOD**

- 16.1 Upon appointment to a classification within the bargaining unit, an employee shall serve a probationary period of six (6) calendar months. If a status change is granted, regular status will be effective the first full pay period following the six (6) calendar month period.
- 16.2 The City may at its discretion extend the probationary period up to an additional 6 months by placing the bargaining unit member on notice of such extension prior to the expiration of his/her probation. Under no circumstances may probation be extended more than 6 months.
- 16.3 The City may reject an employee for any reason, as long as the reason is not unlawful.
- 16.4 A bargaining unit member who is promoted within a unit and who is required to serve probation on a promotional assignment will be entitled to his/her previous job position if it is still vacant and budgeted for at the time of rejection if the employee has held regular status in the previous position.

## **Article 17 - MINIMUM/MAXIMUM HOURS**

- 17.1 Regular Part-Time employment shall consist of a regular schedule, provided that the employee's normal work hours may not exceed thirty (30) hours per week, nor be less than twenty-one (21) hours per week, and provided further that an employee's total paid hours may not exceed 1,716 hours nor be less than 1,092 hours per fiscal year.

The number of hours per week that the employee will work will be established upon hire (i.e. 21 hours per week, 28 hours per week, etc.). It is expected that the employee will maintain his/her regularly scheduled hours each week utilizing work hours and/or accrued leave. The exception is for a week in which a holiday occurs; reference Article 36.

By mutual agreement, employees may work more than their regularly schedule hours per week.

In addition, subject to supervisor/manager approval, employees, may voluntarily flex their schedule on a temporary basis. The flex schedule must occur within the employee's regular workweek. The primary, but not exclusive, use of this provision is for the scheduling of evening meetings, special events, and occasional necessary work that cannot be performed during an employee's regular schedule.

- 17.2 If the City decides to add or subtract hours to a vacated position, it will notify the Union of its intention to change, and the reason for the change.
- 17.3 It is the intention of the City to discuss any proposed permanent increase or decrease in hours with the affected employee(s) prior to requesting such additional work or cuts in hours (within the maximum and minimum). The employee's needs will be accommodated whenever possible.
- 17.4 The City shall not schedule work shifts of less than four (4) hours, unless by mutual agreement with worker(s) or pay for a minimum of four (4) hours.
- 17.5 The City shall provide rest periods as provided for in the Administrative Policy Manual (Chapter III, Article VI, Section 3).
- 17.6 The City will monitor the hours of its casual workers and agrees to provide SEIU with a monthly (by the 10<sup>th</sup> of each month) printout of all casual workers whose hours exceed 900 hours in the fiscal year. For any casual workers whose hours exceed 900 hours in the fiscal year, SEIU may put the City on notice in writing that the City has five working days in which to either: 1) place that employee in the SEIU bargaining unit with a probationary period which shall commence five working days from SEIU's notice; or 2) no longer employ the person for the remainder of the fiscal year.



## **Article 18 - REDUCTION IN FORCE**

18.1 When it is necessary to reduce the staff for lack of work or funds or in the interest of economy, the City Manager shall determine the classes in which the reduction is to be made and the number of positions to be eliminated. The layoff of employees shall occur within the classes determined in accordance with the following procedure:

- a. All employees holding substitute/casual/provisional appointments shall be laid off first.
- b. Employees holding probationary appointments in reverse order of seniority shall be laid off next.
- c. Employees holding regular appointments who have an overall performance rating of does not meet expectations/needs improvement in the last complete performance evaluation shall be laid off next.
- d. All regular employees in reverse order of seniority having a performance rating of at least achieves expectations shall be laid off last in order of seniority of service.
- e. The names of regular employees laid off according to this procedure shall constitute a re-employment list in the inverse order of layoff. Employees shall remain on the list for three years.
- f. An employee is allowed only one refusal to an offer of reinstatement from the list and will remain on the list. If an employee refuses another offer he/she shall be removed from the list.

The side letter titled Cross-Unit Bumping dated March 4, 2013, between the City and the Unit, et al. remains in full force and effect for the term of this MOU.

18.2 In addition to decreasing hours for operational reasons, the City may wish to reduce hours in-lieu of a reduction-in-force. If the City wishes to do this, it agrees to negotiate with the Union before implementing a reduction in hours.

## **Article 19 - WAGES**



- 19.1 An employee shall be paid only under one pay rate or scheduled amount in any given pay period, except as provided with regard to working out-of-class.
- 19.2 The parties agree with the principle that wages should be "market competitive."
- 19.3 Definition of "Market Competitive". Market competitiveness is defined as a comparison with Regular Full Time classifications within the City of Sunnyvale, or the establishment of an internal relationship to a Regular Full Time or Regular Part Time classification in the City of Sunnyvale. Explanations of "market comparisons" are provided in the following subparagraphs:

As used in this Article, "salary" means hourly rate of pay.

Comparison with Full-Time Classification. If the essential functions, knowledge, skills, and abilities of an SEIU represented classification correspond to a Regular Full-Time classification in the City's work force, the target salary of the SEIU classification shall be the salary assigned to the Regular Full-Time classification.

Internal Relationship. If there is neither a corresponding Regular Full-Time classification to compare, nor a corresponding Regular Part-Time classification, "market competitiveness" will be determined by a differential from the salary of the Regular Full-Time or Regular Part Time classification that is most closely related to the classification represented by the bargaining unit. For example, The Library Specialist III classification will be set at sixty five percent (65.0%) of Part-Time Librarian (i.e. target salary). In addition, the salary for a Part-Time classification shall not exceed the salary of the corresponding Full-Time classification.

- 19.4 Salary Adjustment. During the term of this agreement, employees in this unit will receive ~~the same percentage across the board salary adjustment as the Sunnyvale Employees Association (SEA) through the term of the Memorandum of Understanding, as the~~ followings:
- a. Fiscal Year ~~2014/2015~~2016/2017 increase: Effective the first full pay period ~~following ratification by the SEIU membership and approval by the City Council, a salary increase consistent with the increase agreed to by SEA as stated in the City's Memorandum of Understanding with SEA in effect from July 1, 2012 to June 30, 2015~~in July 2016 (July 3, 2016), employees in this unit shall receive a salary increase of 5.5 percent.

~~b. Fiscal Year 2015/2016 increase: Effective the same pay period as any across-the-board salary adjustment as SEA, employees in this unit shall receive the same across-the-board adjustment as SEA.~~

~~b. Fiscal Year 2016/2017 increase: Effective the same pay period as any across-the-board salary adjustment as SEA, employees in this unit shall receive the same across-the-board adjustment as SEA.~~  
Fiscal Year 2017/2018 increase: Effective the first full pay period of 2017/2018, employees in this unit shall receive a salary increase of 4.0 percent.

c. Fiscal Year 2018/2019 increase: Effective the first full pay period of 2018/2019, employees in this unit shall receive a salary increase of 2.0 percent.

d. Fiscal Year 2019/2020 increase: Effective the first full pay period of 2019/2020, employees in this unit shall receive a salary increase of 2.0 percent.

e. Fiscal Year 2020/2021 increase: Effective the first full pay period of 2020/2021, employees in this unit shall receive a salary increase of 2.0 percent.

e.f. If the Sunnyvale Employees Association (SEA) enters into a Memorandum of Understanding with the City that includes salary adjustments that are different than those in this Memorandum of Understanding, the salary adjustment in the Memorandum of Understanding with this unit shall be adjusted to be the same percentage across the board salary adjustments as SEA through the term of the Memorandum of Understanding.

d.g. This “me-too” is specific to salary adjustments and one-time lump sum payments alone, is in effect for the MOU ending ~~July 2017~~June 2021 only, and sunsets/expires at the end of this MOU.

e.h. If any additional classifications represented by SEA receive an adjustment to the salary schedule, the same adjustment will be applied to the same classification in this unit during the same period as the adjustment made to the SEA classification.

19.5 Pursuant to the City’s Compensation Policy, payday is normally on the Thursday following the end of the pay period, but may deviate because of a holiday in the pay period or due to an emergency. It is understood that at such time that the payday is changed City-wide, such change shall be applied to the Union.

## **Article 20 - SALARY RANGES**

- 20.1 Employees, at the time of appointment, will ordinarily be assigned the hourly rate in the first step of the pay range.
- 20.2 In extraordinary cases where it is necessary to attract experienced personnel, the employee may be assigned the hourly rate at any step in the pay range.
- 20.3 Upon promotion to a classification having an assigned pay range greater than the classification from which the employee is being promoted, the employee shall be entitled to that hourly pay step or interval in the pay range of the higher classification which is at least five percent (5.0%) above the employee's current hourly step rate, provided the increase does not exceed the rate contained in the sixth (6<sup>th</sup>) salary step.

## **Article 21 - MERIT INCREASES**

- 21.1 Employees shall be eligible for a merit step increase after the successful completion of probation at six (6) months of continuous service in the given classification. Employees shall be eligible for additional merit step increases upon completion of additional intervals of twelve (12) months of continuous service in the given classification up to top step.
- 21.2 If a merit increase is granted, it will be effective the pay period following the pay period in which the probationary 6 month period (13 pay periods) and the subsequent 12 month periods (26 pay periods) are completed, respectively.
- 21.3 Continuous service is that which is separated by no more than twenty-six (26) pay periods of non-service.
- 21.4 Merit step increases shall be approved unless the employee's overall performance is does not meet expectations/needs improvement.

## **Article 22 - OTHER PAY**

- 22.1 Premiums shall be paid separately on base pay, and are not compounded.
- 22.2 Out-of-eClass for Work in Higher Classification

Employees who are temporarily assigned to work in a higher classification and work in such classification for more than eleven (11) consecutive hours shall

be compensated at five percent (5%) above the employees' normal pay rate or the first step of the higher level position, whichever is greater. Assignments may be made to employees who are in the same division/department and who are capable of performing the work of the higher-level position whether or not they have attained a particular formal education level. Such assignments will be on an as-needed basis and when the higher classification is a budgeted vacancy or temporarily unfilled due to the incumbent's absence for vacation or other approved leave.

Such out-of-class assignment pay shall be based on the full period of actual hours worked during the out-of-class assignment and received for the full period of time in which the employee works in the out-of-class assignment or any management or supervisory class, and provided that such higher assignment has been authorized by the employee's manager or his/her designee. Out-of-class assignment pay shall not be paid for vacation, holidays, disability, and any other leave during the out-of-class assignment; nor shall such leave days be considered a break in the out-of-class assignment.

Work out-of-class compensation and higher level duty compensation must be approved in advance by the employee's department manager and by the Human Resources Department.

### 22.3 Out-of-Class Pay for Special Assignment Work

The City Manager or designee may authorize a temporary pay adjustment for an employee given a specific temporary assignment clearly beyond the scope of the regular job description as determined by the Director of Human Resources or designee. Such assignment is to be made only as necessary to meet the business needs of the department. A request for such an assignment must be made to the City Manager or designee, in writing, from the Department Director prior to commencement of the assignment. Work in such assignment shall be at a minimum of two (2) consecutive weeks, and up to a maximum of one (1) year.

The request for special assignment shall describe the assignment, justify why it is to be performed by the designated employee, and give a specific duration for completion of the assignment with start and end date. Special assignment pay is five percent (5%) above the employee's normal pay rate. The special assignment and related compensation may be revoked at any time at the discretion of the Department Director, or the City Manager or designee.

Special assignment pay shall be based on the full period of actual hours worked during the assignment and received for the full period of time in which the employee works in the assignment, provided that such special assignment and related compensation has been authorized in advance by the Department

Director, has been approved by the City Manager or designee, and has been processed by the Human Resources Department. Special assignment pay shall not be made retroactively. Special assignment pay shall not be paid for Paid Time Off, Holidays, or any other leave during the special assignment; nor shall such leave days be considered a break in the special assignment.

The special assignment pay shall be discontinued on the date originally identified for completion of the assignment, unless an extension of specific duration is approved by the City Manager or designee prior to the end of the original assignment end date. Extension may be granted for up to an additional one (1) year for the same assignment.

## **Article 23 - BILINGUAL/TRANSLATOR PAY**

- 23.1 Employees shall be entitled to receive, in addition to their regular compensation, the additional payment outlined below for Bilingual/Translator skills if they meet the following criteria:
- a. Certification by the director of the department that a particular assignment involves need for the required skills on a regular and frequent basis, and
  - b. Certification by a provider contracted for through the Department of Human Resources that the employee possesses the needed language skills at Level 5 or higher a proficiency level deemed appropriate by the Director of Human Resources or Sign Language “communicator” level skills.
- 23.2 Qualifying languages are: Cantonese, Farsi, Hindi, Japanese, Mandarin, Portuguese, Russian, Sign Language, Spanish, Tagalog, Thai, Vietnamese, and other language(s) deemed appropriate by the City.
- 23.3 Bilingual/Translator Pay may be cancelled if it is found that the employee is no longer required to use these skills on a regular and frequent basis.
- 23.4 The certifications required and obtained above will not necessarily follow an employee if transferred or promoted.
- 23.5 Payment shall be thirty-five (\$35.00) dollars per month/sixteen dollars and fifteen cents (\$16.15) per pay period.

## **Article 24 - SAFETY SHOES**

24.1 Each employee in classifications required by the City to wear safety footwear shall receive an allowance for the purchase of such footwear of one hundred sixty-five dollars (\$165.00) each fiscal year during the term of this Agreement.

24.2 The allowance shall be paid at the end of the first full pay period in July of each year to those active employees in classes requiring safety footwear or for employees hired after that time, during the first full pay period of employment. Should an employee use accrued available leave time to extend the date of separation or retirement, and should the utilization of leave time cross July 1, the employee shall not receive any safety footwear allowance for the new fiscal year.

~~Such payment shall be made according to procedures established by the City.~~

24.3 All employees who receive this benefit shall be required to purchase and wear CAL-OSHA Approved Safety Footwear.

## Article 25 - PERS

25.1 The City has contracted with CalPERS and shall provide pension benefits for miscellaneous employees, including employees in this Unit, in a manner consistent with State law and will comply with the Public Employees' Pension Reform Act (Government Code Section 7522 et seq.).

25.2 The City has contracted with CalPERS to provide Level III of the 1959 Survivor Benefit and the Military Buy-Back Option, which ~~is~~ are applicable to employees in this Unit.

25.3 Employees' payment to their employee contribution to CalPERS shall be made pursuant to IRC Section 414(h)(2).

25.4 The Union shall defend, indemnify and save harmless the City, its officers, agents and employees from any and all claims, demands, damages, cost, expenses, or liability, including but not limited to, liability for back taxes, and all claims of any type by the IRS, Franchise Tax Board, unit members or their heirs, successors, or assigns, arising out of this Agreement to "pick-up" or pay the employees' contribution to CalPERS.

25.5 Tier 1 – Local Miscellaneous 2.7% at age 55

Employees hired before December 23, 2012 shall receive Local Miscellaneous 2.7% at age 55 retirement formula. Final compensation shall be calculated using the single highest year model.

~~Effective with the first full pay period following ratification and approval by the City Council, During the term of the agreement,~~ the City shall contribute

four percent (4%) of the eight percent (8%) employee contribution. Employee shall pay the remaining four percent (4%) of the employee contribution.

~~During the term of the agreement, the City agrees to contribute to CalPERS on behalf of employees at the same percentage as the Sunnyvale Employees Association (SEA) through the term of the Memorandum of Understanding.~~

The City's payment of the employees' CalPERS contribution is based upon authority from CalPERS and upon tax treatment permitted by the Internal Revenue Service under Internal Revenue Code Section 414(h)(2) and revenue rulings related thereto, and by the California Franchise Tax Board. It is understood that the State Legislature or Congress may alter the statutory authority for this tax treatment, and the Franchise Tax Board or the IRS or the United States Department of the Treasury may alter the current revenue rulings, either by other rulings or by issuing new regulations.

The City shall report the value of employer-paid member contributions (EPMC) as additional compensation for each employee.

#### 25.6 Tier 2 – Local Miscellaneous 2.0% at age 60

Employees hired on or after December 23, 2012 who are also classic CalPERS members shall receive the Local Miscellaneous 2.0% at age 60 retirement formula. Final compensation shall be calculated using the single highest year model.

~~Effective the first full pay period following ratification and approval by the City Council, During the term of the agreement,~~ the City shall contribute four percent (4%) of the seven percent (7%) employee contribution. Employees shall pay the remaining three percent (3%) of the employee contribution.  
~~During the term of the agreement, the City agrees to contribute to CalPERS on behalf of employees at the same percentage as the Sunnyvale Employees Association (SEA) through the term of the Memorandum of Understanding.~~

The City's payment of the employees' CalPERS contribution is based upon authority from CalPERS and upon tax treatment permitted by the Internal Revenue Service under Internal Revenue Code Section 414(h)(2) and revenue rulings related thereto, and by the California Franchise Tax Board. It is understood that the State Legislature or Congress may alter the statutory authority for this tax treatment, and the Franchise Tax Board or the IRS or the United States Department of the Treasury may alter the current revenue rulings, either by other rulings or by issuing new regulations.



The City shall report the value of employer-paid member contributions (EPMC) as additional compensation for each employee.

25.7 Tier 3 – Local Miscellaneous 2.0% @ 62

Employees hired on or after January 1, 2013 who are also new CalPERS members shall receive the Local Miscellaneous 2.0% at age 62 retirement formula. Final compensation shall be calculated using the highest 36-consecutive month model. Employees will pay fifty percent (50%) of normal cost as the employee contribution. The normal cost is subject to change on a fiscal year basis as determined by CalPERS.

25.8 If the Sunnyvale Employees Association (SEA) enters into a Memorandum of Understanding with the City that includes changes to the City's contribution to the employee's share of PERS and the employee's payment of the required employee contribution, the City's contribution to the employee's share of PERS and the employee's payment of the required employee contribution in the Memorandum of Understanding with this unit shall be adjusted to be the same percentages as SEA through the term of the Memorandum of Understanding.

## **Article 26 - MEDICARE**

26.1 Union members shall be covered by Medicare.

26.2 The employee and the City shall each contribute the mandated percentage of the employee's wage toward the cost of Medicare.

## **Article 27 - INSURANCE**

27.1 Insurance Plans

The City shall continue to provide group Medical, Dental, ~~and~~ Vision insurance and Life and Accidental Death & Disbursement (Life/AD&D) plans, and Employee Assistance Program (EAP). Purchase of Medical, Dental, Vision, and Supplemental Life/AD&D insurance is an employee option.

27.2 City Contribution

If an employee elects to purchase health insurance through the City, then:

a. The City's contribution to the medical/cafeteria plan will be provided



as follows:

Calculate 52% of the average of the family monthly premium for the Bay Area Regional CalPERS Blue Shield Access HMO and the CalPERS Kaiser HMO plans.

The calculation for ~~2014-2017~~ will be as follows:

Blue Shield Access HMO	<del>\$2,175.13</del> <u>\$2,664.61</u> per month
Kaiser HMO	<del>\$1,931.07</del> <u>\$1,906.81</u> per month
Average	<del>\$2,053.10</del> <u>\$2,285.71</u> per month
<b>52% of average</b>	<b><del>\$1,067.61</del><u>\$1,188.57</u> per month</b>

- b. The contribution as described in section (a) above will be allocated 49% medical contribution and 51% cafeteria plan. However, any annual increases in the medical contributions shall not exceed a 5% total increase compared to the preceding year medical contribution. Any amount in the formula increase that will exceed a 5% increase in the medical contribution shall be reallocated to the cafeteria plan contribution.

Example:

**2014-2017 Calculation**

49% Medical	<del>\$523.13</del> <u>\$582.40</u> per month *
51% Cafeteria	<del>\$544.48</del> <u>\$606.17</u> per month
<b>Total City Contribution</b>	<b><del>\$1,067.61</del><u>\$1,188.57</u> per month</b>

~~2014-2017~~ Medical contribution exceeds 5% of the ~~2013-2016~~ Medical contribution (~~\$360.13~~\$416.90 + 5% = ~~\$378.14~~\$437.75)

**2014-2017 Revised Calculation**

Medical	<del>\$378.14</del> <u>\$437.75</u> per month
Cafeteria	<del>\$689.47</del> <u>\$750.83</u> per month
<b>Total City Contribution</b>	<b><del>\$1,067.61</del><u>\$1,188.57</u> per month</b>

- c. The contribution described above will be adjusted January 1 of each calendar year to correspond to CalPERS Bay Area Regional medical plan changes.
- d. ~~Vision insurance, at the current benefit level, will continue to be provided. Such coverage includes a deductible that the employee must pay at the time of service.~~ The City will contribute 65% of the full cost of the vision insurance premium for employee plus one

dependent. The contribution will be added to the cafeteria plan. The 2014-2017 contribution is  $\$11.80 \times 65\% = \$7.67$  per month.

### **2017 Revised Calculation with Vision**

<u>Medical</u>	<u>\$437.75 per month</u>
<u>Cafeteria</u>	<u>\$758.50 per month *</u>
<b><u>Total City Contribution</u></b>	<b><u>\$1,196.24 per month</u></b>

\* 2017 Revised cafeteria contribution:  $\$750.83 + \$7.67 = \$758.50$  per month

- e. Employees who receive the benefit option prior to the 2008-2012 MOU at 27 hours per week and above the time that this MOU is approved by the SEIU will be grandfathered to this benefit for the term of the MOU even if their hours drop below the 27 hours per week for the term of this MOU.

27 – 28 hours per week, employee receives 70%

29 – 30 hours per week, employee receives 75%

31 – 32 hours per week, employee receives 80%

- f. Effective the second full pay period following ratification and approval by the City Council, cafeteria plan contributions may be used by employees to purchase medical, dental and vision insurance premiums. The premium cost will be deducted from any cafeteria plan surplus. If the cafeteria plan does not contain a surplus, the cost will be deducted from pay on a pre-tax basis. There shall be no cash payments for any unused cafeteria plan contributions.

- f.g. The employee shall be required to pay the balance due as a deduction from the employee's bi-weekly paycheck. The procedures for enrolling in the health insurance shall be established by the City.

### **27.3 Vision Insurance**

- a. Vision insurance, at the current benefit level, will continue to be provided. Such coverage includes a deductible that the employee must pay at the time of service.
- b. The vision plan provides a voluntary buy-up option that enhances coverage for an additional cost and is paid 100% by the employee. Surplus cafeteria plan contributions may not be applied to the buy-up cost.

### **27.4 Dental Insurance**

- a. ~~Effective with the second full calendar month following ratification and approval by the City Council,~~ Delta Dental PPO (Preferred Provider Organization) and Delta Dental DMO (Dental Maintenance Organization) plans are available for enrollment the month following an employee's date of hire. ~~The premium cost will be deducted from any cafeteria plan surplus. If the cafeteria plan does not contain a surplus, the cost will be deducted from pay on a pre-tax basis.~~

The Delta Dental PPO plan provides a voluntary buy-up option that enhances coverage for an additional cost and is paid 100% by the employee. Surplus cafeteria plan contributions may not be applied to the buy-up cost.

~~Effective January 1, 2015, the~~ The Delta Dental PPO plan will offer the same benefits coverage and monthly premium cost as the Sunnyvale Employees' Association (SEA).

#### 27.5 Employee Assistant Program (EAP)

- a. The Employee Assistance Program will continue to be provided. Enrollment is mandatory, and the premium is fully paid by the City.
- b. ~~Employees who receive the benefit option prior to the 2008-2012 MOU at 27 hours per week and above the time that this MOU is approved by the SEIU will be grandfathered to this benefit for the term of the MOU even if their hours drop below the 27 hours per week for the term of this MOU.~~  
~~27—28 hours per week, employee receives 70%~~  
~~29—30 hours per week, employee receives 75%~~  
~~31—32 hours per week, employee receives 80%~~

#### 27.6 Life/AD&D

- a. ~~Effective January 1, 2015, the~~ The City shall provide Life and Accidental Death and Dismemberment (Life/AD&D) insurance for each employee in an amount equal to the employee's hourly rate multiplied by 1,560 hours (maximum number of regularly scheduled hours worked per year).
- b. Such insurance shall be at no cost to the employee, except that, insurance amounts above \$50,000 provided by the City shall be subject to tax law provisions.
- c. At the time of hire, an employee may purchase additional supplemental Life/AD&D insurance in an amount equal to the coverage provided by the City, up to a combined maximum coverage

of \$80,000.

- d. Employees who did not purchase ~~additional-supplemental~~ Life/AD&D insurance at the time of hire or during the initial open enrollment, may purchase additional Life/AD&D insurance in an amount equal to the coverage provided by the City, up to a combined maximum coverage of \$80,000, subject to approval by the carrier.
- e. The premiums for the supplemental life/AD&D insurance is paid 100% by the employee. Surplus cafeteria plan contributions may not be applied to the supplemental life/AD&D premiums.

~~The employee shall be required to pay the balance due as a deduction from the employee's bi-weekly paycheck. The procedures for enrolling in the health insurance shall be established by the City.~~

### ~~27.3-7~~ Preum ConversionPre-Tax Health Contributions

~~The City agrees to continue to provide employees with an option to pay their insurance premium contributions on a pre-tax basis, as provided in the Internal Revenue Code.~~

Insurance premium contributions are paid for on a pre-tax basis; however, the City agrees to continue to provide employees with an option to pay their insurance premium contributions on a post-tax basis, to the extent permitted by the Internal Revenue Code.

### ~~27.48~~ Cash In-Lieu

Effective the first full pay period following ratification by the SEIU membership and approval by the City Council, cash-in-lieu benefit is no longer offered. Employees who receive cash-in-lieu benefit at the time will receive a one-time payment of \$600.

- ~~a. As provided in PERS rules, current employees and new hire employees have the option of selecting no medical coverage.~~
- ~~b. To elect this option, an employee must sign a waiver stating that he/she understands that he/she will not receive coverage through a City sponsored PERS provided medical plan.~~
- ~~c. If an employee elects to enroll in a City sponsored PERS provided medical plan, he/she must either do so during the open enrollment period following the implementation of this Agreement, during any subsequent open enrollment period, or must submit a health statement as required by the PERS provided medical plans.~~

d. ~~Procedures for electing this option and for enrolling in the City sponsored PERS provided medical plans shall be established by the City.~~

e. ~~If an employee elects the cash in lieu option then the City shall pay the employee \$50.00 per month.~~

#### ~~27.5 Reopener~~

~~At such time as regulations are issued implementing the Affordable Care Act, the City and the Union will meet and confer to review the impact of such regulations on the benefits plans then in force. If modifications to the benefits, eligibility for coverage, employer or employee contribution to the cost of insurance or any other provisions of the benefit plans covered by this MOU will be modified by the ACA during the term of this agreement, it is agreed that the City and the Union will reopen the contract to meet and confer and determine how such mandated changes will be implemented.~~

## **Article 28 - STATE DISABILITY INSURANCE (SDI)**

28.1 The City agrees to continue to contract with the State of California Employment Development Department to provide SDI benefits to Classified Regular Part-Time employees.

28.2 The cost of SDI or the alternative benefits will be paid by employees through payroll deductions. The City's administrative costs shall be paid by the City.

## **Article 29 – OTHER BENEFITS**

29.1 Deferred Compensation. The City's deferred compensation program shall be available to employees represented by SEIU according to the provisions of the plan currently in effect.

29.2 Credit Union Paycheck Deduction. Effective with the first day of the pay period following the completion of the employee's enrollment and designation form with the Sunnyvale Employees Federal Credit Union, employees may deposit a specific amount of his/her net salary via paycheck deduction.

29.3 Employee Tools. The City shall furnish tools needed by an employee to perform tasks assigned by the City.

29.4 Tuition reimbursement and training assistance shall be provided in accordance to the City's Administrative Policy Manual.

- 29.5 Uniforms. Each employee required by the City to wear a uniform, and who actually wears the uniform during works hours, shall receive a uniform in a manner determined by the employee's department or division. A uniform is defined as clothing which is a ready substitute for personal attire the employee would otherwise have to acquire and maintain. This provision excludes items that are for personal health and safety.

A standardized value, as determined by the City, for qualified uniforms shall be reported as "special compensation" as required by PERS procedures for all affected employees who are CalPERS classic members (tier 1 and tier 2 formula) as set forth herein. The Public Employees' Pension Reform Act (Government Code Section 7522 et seq.) prohibits reporting uniform value as "special compensation" for CalPERS new members.

- 29.6 The City will provide Unemployment Insurance benefits at no cost to the employee.

29.7 Health Care Flexible Spending Account (FSA)

The City shall provide a plan in accordance with the Internal Revenue Code Section 125 that provides an option for employees to pay for health care expenses on a pre-tax basis.

29.8 Dependent Care Flexible Spending Account (FSA)

The City shall provide a plan in accordance with the Internal Revenue Code Section 129 that provides an option for employees to pay for dependent care expenses on a pre-tax basis.

29.9 Commuter Transportation Benefits

The City shall provide a plan in accordance with the Internal Revenue Code Section 132(f) that provides an option for employees to pay for qualified work-related transportation expenses for mass transit, van pools, and parking on a pre-tax basis. The monthly election limit is regulated by the IRS.

## **Article 30 - PAID LEAVE**

- 30.1 Paid ~~leave~~ Time Off (PTO) shall accrue as follows:

~~During the first 1,000 hours of service with the City, accrual of paid leave shall begin at the rate of .088 hour of leave for each paid hour.~~

~~From 1,001 to 2,500 hours of service with the City, accrual of paid leave shall increase to the rate of .097 hour of leave for each paid hour.~~

~~From 2,501 hours of service with the City, accrual of paid leave shall increase to the rate of .122 hour of leave for each paid hour.~~

~~From 18,501 hours of service with the City, accrual of paid leave shall increase to the rate of .142 hour of leave for each paid hour.~~

~~From 28,501 hours of service with the City, accrual of paid leave shall increase to the rate of .150 hour of leave for each paid hour.~~

<u>Hours of Service</u>	<u>PTO Accrual Hours for Each Paid Hour</u>
<u>0 – 1,091.99</u>	<u>0.088</u>
<u>1,092 – 5,459.99</u>	<u>0.097</u>
<u>5,460 – 10,919.99</u>	<u>0.122</u>
<u>10,920 – 18,563.99</u>	<u>0.133</u>
<u>18,564 – 27,299.99</u>	<u>0.142</u>
<u>27,300 and up</u>	<u>0.150</u>

30.2 The maximum accumulation of accrued leave shall be 440 hours. There shall be no accrual over 440 hours.

30.3 Requests for leave must be submitted on appropriate leave request forms in accordance with City policy.

30.4 Use of paid leave shall be subject to approval by the employee's supervisor.

30.5 Accumulated leave shall be paid to the employee at the time of separation from the City.

30.6 ~~Employee may use up to one-half of annual leave accrual to attend to spouse, registered domestic partner, parent or child's illness. The City will comply with the California Kin Care Law (Labor Code section 233).~~

## Article 31 - BEREAVEMENT LEAVE

An employee is entitled to bereavement leave in the amount not to exceed his/her normally scheduled work week from 21 to 30 hours where death has occurred to an employee's:

spouse or registered domestic partner, father, mother, step-father, step-mother, son, daughter, brother, sister, grandparents or grandchildren; or to the father, mother, step-father, step-mother, son, daughter, brother, sister,

grandparents or grandchildren of an employee's spouse or registered domestic partner.

Except as provided herein, all bereavement leave must be used within six calendar months of the date of the eligible incident. Employees who are designated as the executor for a qualifying decedent's estate may use bereavement leave beyond the six--month limitation. Any use of bereavement leave more than six months after the eligible incident requires the approval of the Human Resources Director.

The City reserves the right to require proof of death from the employee including, but not limited to: death certificates, obituaries, and funeral cards.

## **Article 32 - CITYWIDE EMPLOYEE EMERGENCY LEAVE RELIEF FUND**

- 32.1 The City-Wide Employee Emergency Leave Relief Fund is a program that allows an employee who has leave hours accrued, the opportunity to donate a portion of his/her accrued leave to benefit another employee needing paid emergency leave.
- 32.2 To benefit from this fund, the receiving employee must be eligible to accrue City paid leave time, must have used all available accrued leave and must have a personal emergency that requires the employee to be on leave from work responsibilities to attend to the emergency.
- 32.3 To receive relief hours from the Fund, the employee, a member of the family or a friend must submit a written request to the City Manager or designee stating the hours needed and briefly explaining the circumstances of the emergency requiring use of hours from the Fund.
- 32.4 Rules and procedures defining the use of this Fund shall be promulgated by the City Manager or his/her designee.

## **Article 33 – FAMILY MEDICAL CARE LEAVE AND PREGNANCY DISABILITY LEAVE**

The City will comply with the Family and Medical Care Leave act (FMLA), the California Family Rights Act (CFRA), and the Pregnancy Disability Leave Act (PDL).

## **Article 34 – JURY DUTY**

- 34.1 The City shall grant a leave with pay for any employee required to report to



Jury Duty until that employee is released by the Court. The paid leave would cover only those regularly scheduled work hours provided that the employee:

- a. is actively engaged in the jury process;
- b. returns to his/her worksite to complete his/her shift if the employee is released prior to the end of the employee's regular work day; and
- c. gives to the City all fees received from such duties within thirty (30) days from termination of jury service.

## **Article 35 – SUBSTITUTES**

35.1 For all departments, except the Library, when an employee is absent from work, due to either a planned or unplanned absence, the supervisor shall obtain a substitute, if necessary, for the employee.

35.2 For the Library:

- a. For planned absences, the current practice of the employee obtaining a substitute shall continue; with the understanding that such substitute shall be within the same classification within the regular part-time category.
- b. For unplanned absences due to an emergency, the employee shall notify his/her supervisor of the employee's inability to come to work no later than the employee's schedule starting time. The supervisor shall assume responsibility for obtaining a substitute.

## **Article 36 - HOLIDAYS/SHORT TERM ABSENCES/LONG TERM ABSENCES**

36.1 Holidays

Employees who work a regular schedule shall receive holiday pay on a recognized City Holiday based on their regular weekly schedule. Employees who were on full pay status of their regular schedule both before and after each holiday shall be entitled to this holiday pay.

For example:

- Regularly scheduled to work 21 hours per week:
  - Holiday pay on a recognized City holiday = 21 hours ÷ 5 days = 4.2 hours

- Regularly scheduled to work 30 hours per week:
  - Holiday pay on a recognized City holiday = 30 hours ÷ 5 days = 6 hours
- Days per week for holiday pay purpose is always 5 days regardless of the actual number of days scheduled to work in a week.

Employees who work on a holiday will receive base pay for all hours worked on a holiday in addition to holiday pay.

~~During weeks in which there are (closed building) holidays, an employee is required to have a combination of work hours and paid leave hours equal to at least 21 hours. To meet this requirement:~~

~~a. If an employee does not have sufficient accrued paid leave, he/she shall be required to work additional hours during the holiday week to meet such requirements. Such additional hours will be as agreed to by the employee and the employee's supervisor.~~

~~b. If an employee has sufficient accrued paid leave, he/she shall be required to use enough paid leave during the holiday week to meet such requirement unless the employee and the employee's supervisor agree that the employee may work additional hours during the holiday week.~~

~~c. Employees shall be entitled to holiday leave hours on an annual basis based upon years of service, as shown below:~~

<del>0 – 3.99 years of service</del>	<del>8 hours total</del>
<del>4 – 8.99 years of service</del>	<del>16 hours total</del>
<del>9 or more years of service</del>	<del>32 hours total</del>

~~Years of service will be determined at the end of the first pay period of each payroll calendar year and holiday hours will be available for use during the first pay period of the payroll calendar year.~~

~~d. New employees hired between the beginning of the payroll calendar year and the end of the fiscal year shall be entitled to the full allocation of hours. New employees hired between the beginning of the fiscal year and the end of the payroll calendar year shall be entitled to one-half of the allocation of hours.~~

~~d. Holiday leave may be used on any given holiday, up to the number of hours that are normally scheduled that day for the employee, subject to approval by the employee's supervisor.~~

~~ea. All employees on paid status may use the holiday leave to which they are entitled based upon years of service on any of the following~~

~~eleven recognized City holidays, as approved by the employee's supervisor.~~Recognized City holidays include:

New Year's Eve  
New Year's Day  
Martin Luther King Jr. Day  
Presidents' Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve  
Christmas Day

~~f. Holiday leave may only be used during the week of a recognized City holiday. If an employee is not scheduled to work on a recognized City holiday, the employee may request approval to use holiday leave during a week in which a holiday occurs.~~

~~g.~~b. For the purposes of satisfying the requirement that employees work or use paid leave to equal at least 21 hours per week, the holiday leave hours will count as paid leave.

~~h.~~c. Employees will not be allowed to work above their authorized budgeted hours during a holiday week unless such work is approved by the Department Director, due to operational necessity.

~~i. Employees whose regular shifts do not fall below 21 hours in a holiday week do not have to spend accrued paid leave, but they may use enough paid leave to equal their schedule for that week.~~

~~j. Any overuse of holiday hours shall be subject to pay back to the City by the employee upon written notice to the employee.~~

## 36.2 Short-Term Absences

Employees who need to be absent from work due to illness, or other bona fide personal needs, shall use accrued paid leave, or may make up the time if mutually agreeable with the supervisor. If the employee does not have accrued leave available, Leave Without Pay may be taken on a short-term basis in accordance with administrative procedure.

## 36.3 Long-Term Absences

Long-term leaves without pay and pre-scheduled leaves without pay must

be approved through the City's regular administrative process.

## **Article 37 - RECLASSIFICATION**

- 37.1 For future reclassifications during the term of this MOU, an employee may submit a request for a reclassification for his or her job to the Department of Human Resources and to his/her supervisor only during the month of February of each year.
- 37.2 Such request shall be processed through the employee's department and submitted to the Department of Human Resources no later than March 31 of the same year.
- 37.3 If the Department of Human Resources declines to perform the requested reclassification study, then the requesting employee shall be notified in writing no later than June of the same year. The Department of Human Resources may decline a request for a reclassification of a job that has been studied within the past 24 months, unless the employee and the affected department justify such new request.
- 37.4 Each employee submitting a reclassification request shall receive a written response to such request, but in no event shall the response be later than the end of the fiscal year following the fiscal year of submittal.
- 37.5 If the City denies the reclassification of the employee's position, the City shall give the incumbent the reasons for denial in writing.
- 37.6 If the City reclassifies the position, and the employee was eligible, as defined in the Administrative Policy, Chapter III, Article 2, to be reclassified when the request was filed, the employee shall be appointed to the new classification retroactively, effective the full pay period after the request was originally submitted to the Department of Human Resources.
- 37.7 If the employee was not eligible to be promoted when the request was filed, then the reclassification shall be effective when the employee becomes eligible.

## **Article 38 - TESTING FOR CITY VACANCIES**

Any employee represented by SEIU who desires to test for a position advertised and posted by the City, if such a position represents a promotion or lateral transfer, shall be entitled to time off without loss of pay for the period required to take any and all parts for the testing process, if such testing occurs during the employee's regularly scheduled work hours. Each

employee is allowed to exercise this prerogative twice per year.

## **Article 39 - SELECTION APPEAL PROCEDURE**

The parties agree that if a bargaining unit member who has sought a promotion or transfer has been denied his or her rights or perceives that he or she has been unfairly treated, he or she may bring his/her concerns directly to the Director of Human Resources. The Director of Human Resources will either address the issue by speaking to the employee and attempting to resolve the employee's concern or explaining to the employee that he or she cannot resolve the issue and that the employee may file a grievance. The time to file a grievance (in accordance with the grievance procedure if appropriate) will be extended to the date of the communication (either orally or in writing) to the employee from the Director of Human Resources.

## **Article 40- UNION/MANAGEMENT JOINT RESOLUTION MEETINGS**

- 40.1 The parties agree that regular meetings to explore mutual problems will be beneficial to the relationship between the City and the Union. To promote a problem-solving approach, the parties agree that decision making shall be by consensus. For these purposes, consensus means that no meeting participant objects to a decision or course of action under consideration by the group.
- 40.2 Consequently the parties agree to meet bimonthly to discuss any issue concerning the rights of either party or the relationship between the City and the Union or the City and employees the Union represents. The purpose of the meetings is to exchange information and to solve problems. By mutual agreement, the parties may meet more often than or less often than bimonthly.
- 40.3 Consequently the parties agree to meet quarterly, or within 15 days of either party requesting a meeting, to discuss any issue concerning the rights of either party or the relationship between the City and the Union or the City and employees the Union represents. The purpose of the meetings is to exchange information and to solve problems.
- 40.4 The parties agree that such meetings shall not be negotiations and therefore the results of the meetings shall not be binding on the parties unless they develop and execute a document that memorializes their results.

- 40.5 Each of the parties may have three (3) representatives plus additional people as reasonably needed for a specific topic. Union representatives shall receive reasonable release time to participate in these meetings.
- 40.6 To promote the objectives of this process, the parties agree to focus on the problem under consideration and to attempt to develop a consensus solution for each problem discussed by the group. Further, to promote the objectives of this process, the parties agree to refrain from negatively characterizing the participation, ideas or approach of the other party to people outside the meeting.

## **Article 41 - CITYWIDE COMMITTEES**

SEIU employees shall be eligible to participate or be designated by departments in Citywide committees, where union representation is part of the committee component.

Citywide Safety Committee

~~An employee designated by the Union shall be a member of the Citywide Safety Committee.~~

~~The Union shall designate such employee member in writing to the Director of Human Resources and to the Director of the employee's department.~~

## **Article 42 - EMPLOYEE ROSTER**

- 42.1 Quarterly, at the written request of the Union, City shall provide a roster of employees which contains each employee's name, class, department, division, hire date, fiscal year-to-date hours, life-to-date hours, last day worked, range, step, and hourly rate.
- 42.2 Bi-weekly, the City shall provide a list of new hires/separations.
- 42.3 At new employee orientation, the City shall provide the employee a form (provided by the Union and agreed to by the City) to complete whereby the employee will or will not provide authorization to the City to release the employee's home address and telephone number to the Union. If the employee provides such authorization, the employee's home address and telephone number will be included on the reports.

## **Article 43 - PERSONNEL FILES**

- 43.1 The Department of Human Resources shall maintain employees' personnel

file. City agrees to comply with Labor Code Section 1198.5 pertaining to record keeping, access to and maintenance of personnel files.

- 43.2 With reasonable notice to the Department of Human Resources, an employee or his/her representative upon presentation of written authorization from the employee, shall have access to the employee's personnel file.
- 43.3 The employee may be required to acknowledge receipt of any document entered into his/her personnel file without prejudice to subsequent arguments concerning the contents of such documents.

## **Article 44- BULLETIN BOARDS**

- 44.1 The Union shall have the use of designated bulletin board space to post material related to Union business.
- 44.2 The placement of bulletin boards and the portion of the board to be made available to the Union shall be determined by mutual agreement.
- 44.3 Any materials posted must be dated and initialed by the Union representative responsible for the posting.
- 44.4 At the time of the posting, a copy of the material must be given to the management representative designated for that bulletin board.
- 44.5 The Union shall remove posted material after it has served its purpose, usually within 30 days.
- 44.6 The Union agrees that nothing of a libelous, obscene, defamatory, or of a partisan political nature, or inconsistent with the promotion of harmonious labor relations between the City and the Union shall be posted.
- 44.7 The Union agrees that this Article provides the right to post materials only on designated bulletin boards.
- 44.8 Any material posted in violation of this Article may be removed by the management representative designated for a particular bulletin board.
- 44.9 If material is removed pursuant to 44.8 above, the City shall notify the Union in writing of the removal and the reasons therefore.

## **Article 45 – UNION BUSINESS LEAVE**

Leave of absence without pay to take employment with the Union signatory to this MOU may be granted for a maximum period of thirteen (13) full bi-weekly pay periods. Employees are entitled to retain any accrued ~~vacation and holiday~~paid leave credits while on such leave. In the event that employees on approved Union Business Leave wish to continue group health benefits coverage (including medical, dental, and vision insurance) through the City plans, arrangements will be made for the Union to reimburse the City for the costs associated with continuing such coverage.

Unpaid leave under this provision is subject to approval by the employee's supervisor/manager and department director.

## **27.5 Article 46 – REOPENERS**

- 46.1 Affordable Care Act. At such time as regulations are issued implementing the Affordable Care Act, the City and the Union will meet and confer to review the impact of such regulations on the benefits plans then in force. If modifications to the benefits, eligibility for coverage, employer or employee contribution to the cost of insurance or any other provisions of the benefit plans covered by this MOU will be modified by the ACA during the term of this agreement, it is agreed that the City and the Union will reopen the contract to meet and confer and determine how such mandated changes will be implemented.
- 46.2 HRIS/Financial System. The City contemplates implementing a new HRIS/Financial System during the term of this MOU. Accordingly, the parties agree to re-open MOU terms, as necessary, in order to implement any new system. The City agrees that the re-opener negotiations will not result in any material diminution in compensation.
- 46.3 Pay Date. The City may elect to reopen the contract to propose changing the pay date once all other city bargaining units have agreed to implement the City's proposal.



**Bargaining Unit #4**  
**Service Employees International Union, Local 521**

**Memorandum of Agreement**  
**July 1, ~~2014-2017~~ – June 30, ~~2017-2021~~**

**City of Sunnyvale**

**Bargaining Unit #4**  
**SEIU, Local 521**

---

Deanna J. Santana, City Manager

---

Bob Balmanno, Chapter Chair,  
SEIU Local 521

---

Teri Silva, Director of Human  
Resources

---

Lori McKay, Chief Steward, SEIU  
Local 521

---

Miesha Brown, Lead Worksite  
Organizer, SEIU Local 521

---

Date

---

Date

## Appendix A – REGULAR PART-TIME CLASSIFICATIONS

JOB CODE	CLASSIFICATION
8500	Part-time Administrative Aide
8601	Part-time Administrative Analyst
8900	Part-time Automotive Shop Attendant
8303	Part-time Building Services Worker
8700	Part-time Business Liaison
8701	Part-time Career Advisor
8702	Part-time Comp Systems Specialist
8301	Part-time Custodian
8100	Part-time Employment Training Program Coordinator
8110	Part-time EMS Specialist I
8120	Part-time EMS Specialist II
8250	Part-time Environmental Chemist I
8251	Part-time Environmental Chemist II
8150	Part-time Facility Attendant I
8151	Part-time Facility Attendant II
8200	Part-time Golf Service Assistant
8300	Part-time Graphic Artist
8305	Part-time Laboratory/Field Technician
8350	Part-time Landfill Technician
8400	Part-time Librarian
8402	Part-time Library Specialist I
8404	Part-time Library Specialist III
8130	Part-time Mail Clerk
<u>8107</u>	<u>Part-time Meter Reader</u>
8102	Part-time Office Assistant
8105	Part-time Principal Office Assistant
8106	Part-time <del>Senior</del> Crime Analyst
8104	Part-time Senior Office Assistant
8800	Part-time Senior Workforce Services Representative
8103	Part-time Staff Office Assistant
8600	Part-time Vehicle Abatement Officer

## Section 1

**City of Sunnyvale**  
**Salary Table - Regular Full-Time and Part-Time Classifications**

Draft SEIU Salary Table  
Effective 7/3/2016

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
8500	PART-TIME ADMINISTRATIVE AIDE	SEIU	L	8500	32.8255	34.4669	36.1901	37.9997	39.8997	41.8947	7/3/2016
8601	PART-TIME ADMINISTRATIVE ANALYST	SEIU	L	8601	34.3124	36.0281	37.8295	39.7210	41.7070	43.7923	7/3/2016
8900	PART-TIME AUTO SHOP ATTENDANT	SEIU	L	8900	16.0918	16.8964	17.7412	18.6281	19.5596	20.5377	7/3/2016
8303	PART-TIME BUILDING SERVICES WORKER	SEIU	L	8303	26.8014	28.1415	29.5487	31.0261	32.5773	34.2063	7/3/2016
8700	PART-TIME BUSINESS LIAISON	SEIU	L	8700	30.2026	31.7128	33.2984	34.9634	36.7115	38.5472	7/3/2016
8701	PART-TIME CAREER ADVISOR	SEIU	L	8701	30.2026	31.7128	33.2984	34.9634	36.7115	38.5472	7/3/2016
8702	PART-TIME COMPUTER SYSTEMS SPECIALIST	SEIU	L	8702	34.1535	35.8611	37.6541	39.5369	41.5138	43.5894	7/3/2016
8301	PART-TIME CUSTODIAN	SEIU	L	8301	16.0918	16.8964	17.7412	18.6281	19.5596	20.5377	7/3/2016
8100	PART-TIME EMP TRNG PROG COORD	SEIU	L	8100	32.9364	34.5832	36.3124	38.1280	40.0345	42.0362	7/3/2016
8110	PART-TIME EMS SPECIALIST I	SEIU	L	8110	36.4587	38.2816	40.1957	42.2055	44.3158	46.5315	7/3/2016
8120	PART-TIME EMS SPECIALIST II	SEIU	L	8120	41.9352	44.0318	46.2336	48.5452	50.9724	53.5211	7/3/2016
8250	PART-TIME ENVIRON CHEMIST I	SEIU	L	8250	30.4792	32.0031	33.6032	35.2834	37.0476	38.9000	7/3/2016
8251	PART-TIME ENVIRON CHEMIST II	SEIU	L	8251	35.4507	37.2235	39.0846	41.0389	43.0907	45.2453	7/3/2016
8150	PART-TIME FACILITY ATTENDANT I	SEIU	L	8150	16.0918	16.8964	17.7412	18.6281	19.5596	20.5377	7/3/2016
8151	PART-TIME FACILITY ATTENDANT II	SEIU	L	8151	20.0389	21.0408	22.0929	23.1976	24.3574	25.5752	7/3/2016
8200	PART-TIME GOLF SERVICE ASSISTANT	SEIU	L	8200	15.9592	16.7571	17.5951	18.4747	19.3986	20.3684	7/3/2016
8300	PART-TIME GRAPHIC ARTIST	SEIU	L	8300	24.2669	25.4803	26.7542	28.0919	29.4963	30.9712	7/3/2016
8305	PART-TIME LAB/FIELD TECHNICIAN	SEIU	L	8305	28.0437	29.4459	30.9184	32.4642	34.0875	35.7918	7/3/2016
8350	PART-TIME LANDFILL TECHNICIAN	SEIU	L	8350	27.3791	28.7481	30.1856	31.6947	33.2794	34.9434	7/3/2016
8400	PART-TIME LIBRARIAN	SEIU	L	8400	31.7582	33.3460	35.0133	36.7641	38.6022	40.5323	7/3/2016
8402	PART-TIME LIBRARY SPECIALIST I	SEIU	L	8402	14.9144	15.6601	16.4432	17.2653	18.1286	19.0350	7/3/2016
8404	PART-TIME LIBRARY SPECIALIST III	SEIU	L	8404	20.6429	21.6750	22.7588	23.8966	25.0916	26.3462	7/3/2016
8130	PART-TIME MAIL CLERK	SEIU	L	8130	19.9489	20.9465	21.9938	23.0934	24.2480	25.4604	7/3/2016
8107	PART-TIME METER READER	SEIU	L	8107	26.9951	28.3448	29.7621	31.2502	32.8128	34.4535	7/3/2016
8102	PART-TIME OFFICE ASSISTANT	SEIU	L	8102	22.0106	23.1108	24.2665	25.4798	26.7539	28.0915	7/3/2016
8105	PART-TIME PRINCIPAL OFFICE ASSISTANT	SEIU	L	8105	31.1344	32.6911	34.3257	36.0420	37.8441	39.7363	7/3/2016
8106	PART-TIME SR CRIME ANALYST	SEIU	L	8106	43.2230	45.3843	47.6535	50.0362	52.5379	55.1649	7/3/2016
8104	PART-TIME SR OFFICE ASST	SEIU	L	8104	27.4710	28.8445	30.2868	31.8012	33.3912	35.0606	7/3/2016
8800	PART-TIME SR WORKFORCE SVC REP	SEIU	L	8800	24.6246	25.8560	27.1488	28.5063	29.9315	31.4282	7/3/2016
8103	PART-TIME STAFF OFFICE ASSISTANT	SEIU	L	8103	24.2669	25.4803	26.7542	28.0919	29.4963	30.9712	7/3/2016
8600	PART-TIME VEHICLE ABATEMENT OFFICER	SEIU	L	8600	25.4952	26.7701	28.1086	29.5139	30.9897	32.5390	7/3/2016

**Assignments of Grade and Pay Ranges to Pay Plan as Referenced in the Salary Resolution**

**SEIU:**

**Category L**, applies to Classified Regular Part-time Employees

Pay rates for **Categories A, B, C, G and L** consist of hourly pay rates for each available step in each classification

**City of Sunnyvale**  
**Salary Table - Regular Full-Time and Part-Time Classifications**

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
8500	PART-TIME ADMINISTRATIVE AIDE	SEIU	L	8500	34.1385	35.8456	37.6377	39.5197	41.4957	43.5705	7/2/2017
8601	PART-TIME ADMINISTRATIVE ANALYST	SEIU	L	8601	35.6849	37.4692	39.3427	41.3098	43.3753	45.5440	7/2/2017
8900	PART-TIME AUTO SHOP ATTENDANT	SEIU	L	8900	16.7355	17.5723	18.4508	19.3732	20.3420	21.3592	7/2/2017
8303	PART-TIME BUILDING SERVICES WORKER	SEIU	L	8303	27.8735	29.2672	30.7306	32.2671	33.8804	35.5746	7/2/2017
8700	PART-TIME BUSINESS LIAISON	SEIU	L	8700	31.4107	32.9813	34.6303	36.3619	38.1800	40.0891	7/2/2017
8701	PART-TIME CAREER ADVISOR	SEIU	L	8701	31.4107	32.9813	34.6303	36.3619	38.1800	40.0891	7/2/2017
8702	PART-TIME COMPUTER SYSTEMS SPECIALIST	SEIU	L	8702	35.5196	37.2955	39.1603	41.1184	43.1744	45.3330	7/2/2017
8301	PART-TIME CUSTODIAN	SEIU	L	8301	16.7355	17.5723	18.4508	19.3732	20.3420	21.3592	7/2/2017
8100	PART-TIME EMP TRNG PROG COORD	SEIU	L	8100	34.2539	35.9665	37.7649	39.6531	41.6359	43.7176	7/2/2017
8110	PART-TIME EMS SPECIALIST I	SEIU	L	8110	37.9170	39.8129	41.8035	43.8937	46.0884	48.3928	7/2/2017
8120	PART-TIME EMS SPECIALIST II	SEIU	L	8120	43.6126	45.7931	48.0829	50.4870	53.0113	55.6619	7/2/2017
8250	PART-TIME ENVIRON CHEMIST I	SEIU	L	8250	31.6984	33.2832	34.9473	36.6947	38.5295	40.4560	7/2/2017
8251	PART-TIME ENVIRON CHEMIST II	SEIU	L	8251	36.8687	38.7124	40.6480	42.6805	44.8143	47.0551	7/2/2017
8150	PART-TIME FACILITY ATTENDANT I	SEIU	L	8150	16.7355	17.5723	18.4508	19.3732	20.3420	21.3592	7/2/2017
8151	PART-TIME FACILITY ATTENDANT II	SEIU	L	8151	20.8405	21.8824	22.9766	24.1255	25.3317	26.5982	7/2/2017
8200	PART-TIME GOLF SERVICE ASSISTANT	SEIU	L	8200	16.5976	17.4274	18.2989	19.2137	20.1745	21.1831	7/2/2017
8300	PART-TIME GRAPHIC ARTIST	SEIU	L	8300	25.2376	26.4995	27.8244	29.2156	30.6762	32.2100	7/2/2017
8305	PART-TIME LAB/FIELD TECHNICIAN	SEIU	L	8305	29.1654	30.6237	32.1551	33.7628	35.4510	37.2235	7/2/2017
8350	PART-TIME LANDFILL TECHNICIAN	SEIU	L	8350	28.4743	29.8980	31.3930	32.9625	34.6106	36.3411	7/2/2017
8400	PART-TIME LIBRARIAN	SEIU	L	8400	33.0285	34.6798	36.4138	38.2347	40.1463	42.1536	7/2/2017
8402	PART-TIME LIBRARY SPECIALIST I	SEIU	L	8402	15.5110	16.2865	17.1009	17.9559	18.8537	19.7964	7/2/2017
8404	PART-TIME LIBRARY SPECIALIST III	SEIU	L	8404	21.4686	22.5420	23.6692	24.8525	26.0953	27.4000	7/2/2017
8130	PART-TIME MAIL CLERK	SEIU	L	8130	20.7469	21.7844	22.8736	24.0171	25.2179	26.4788	7/2/2017
8107	PART-TIME METER READER	SEIU	L	8107	28.0749	29.4786	30.9526	32.5002	34.1253	35.8316	7/2/2017
8102	PART-TIME OFFICE ASSISTANT	SEIU	L	8102	22.8910	24.0352	25.2372	26.4990	27.8241	29.2152	7/2/2017
8105	PART-TIME PRINCIPAL OFFICE ASSISTANT	SEIU	L	8105	32.3798	33.9987	35.6987	37.4837	39.3579	41.3258	7/2/2017
8106	PART-TIME SR CRIME ANALYST	SEIU	L	8106	44.9519	47.1997	49.5596	52.0376	54.6394	57.3715	7/2/2017
8104	PART-TIME SR OFFICE ASST	SEIU	L	8104	28.5698	29.9983	31.4983	33.0732	34.7268	36.4630	7/2/2017
8800	PART-TIME SR WORKFORCE SVC REP	SEIU	L	8800	25.6096	26.8902	28.2348	29.6466	31.1288	32.6853	7/2/2017
8103	PART-TIME STAFF OFFICE ASSISTANT	SEIU	L	8103	25.2376	26.4995	27.8244	29.2156	30.6762	32.2100	7/2/2017
8600	PART-TIME VEHICLE ABATEMENT OFFICER	SEIU	L	8600	26.5150	27.8409	29.2329	30.6945	32.2293	33.8406	7/2/2017

**Assignments of Grade and Pay Ranges to Pay Plan as Referenced in the Salary Resolution**

**SEIU:**

**Category L**, applies to Classified Regular Part-time Employees

Pay rates for **Categories A, B, C, G and L** consist of hourly pay rates for each available step in each classification.

**City of Sunnyvale**  
**Salary Table - Regular Full-Time and Part-Time Classifications**

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
8500	PART-TIME ADMINISTRATIVE AIDE	SEIU	L	8500	34.8213	36.5625	38.3905	40.3101	42.3256	44.4419	7/1/2018
8601	PART-TIME ADMINISTRATIVE ANALYST	SEIU	L	8601	36.3986	38.2186	40.1296	42.1360	44.2428	46.4549	7/1/2018
8900	PART-TIME AUTO SHOP ATTENDANT	SEIU	L	8900	17.0702	17.9237	18.8198	19.7607	20.7488	21.7864	7/1/2018
8303	PART-TIME BUILDING SERVICES WORKER	SEIU	L	8303	28.4310	29.8525	31.3452	32.9124	34.5580	36.2861	7/1/2018
8700	PART-TIME BUSINESS LIAISON	SEIU	L	8700	32.0389	33.6409	35.3229	37.0891	38.9436	40.8909	7/1/2018
8701	PART-TIME CAREER ADVISOR	SEIU	L	8701	32.0389	33.6409	35.3229	37.0891	38.9436	40.8909	7/1/2018
8702	PART-TIME COMPUTER SYSTEMS SPECIALIST	SEIU	L	8702	36.2300	38.0414	39.9435	41.9408	44.0379	46.2397	7/1/2018
8301	PART-TIME CUSTODIAN	SEIU	L	8301	17.0702	17.9237	18.8198	19.7607	20.7488	21.7864	7/1/2018
8100	PART-TIME EMP TRNG PROG COORD	SEIU	L	8100	34.9390	36.6858	38.5202	40.4462	42.4686	44.5920	7/1/2018
8110	PART-TIME EMS SPECIALIST I	SEIU	L	8110	38.6753	40.6092	42.6396	44.7716	47.0102	49.3607	7/1/2018
8120	PART-TIME EMS SPECIALIST II	SEIU	L	8120	44.4849	46.7090	49.0446	51.4967	54.0715	56.7751	7/1/2018
8250	PART-TIME ENVIRON CHEMIST I	SEIU	L	8250	32.3324	33.9489	35.6462	37.4286	39.3001	41.2651	7/1/2018
8251	PART-TIME ENVIRON CHEMIST II	SEIU	L	8251	37.6061	39.4866	41.4610	43.5341	45.7106	47.9962	7/1/2018
8150	PART-TIME FACILITY ATTENDANT I	SEIU	L	8150	17.0702	17.9237	18.8198	19.7607	20.7488	21.7864	7/1/2018
8151	PART-TIME FACILITY ATTENDANT II	SEIU	L	8151	21.2573	22.3200	23.4361	24.6080	25.8383	27.1302	7/1/2018
8200	PART-TIME GOLF SERVICE ASSISTANT	SEIU	L	8200	16.9296	17.7759	18.6649	19.5980	20.5780	21.6068	7/1/2018
8300	PART-TIME GRAPHIC ARTIST	SEIU	L	8300	25.7424	27.0295	28.3809	29.7999	31.2897	32.8542	7/1/2018
8305	PART-TIME LAB/FIELD TECHNICIAN	SEIU	L	8305	29.7487	31.2362	32.7982	34.4381	36.1600	37.9680	7/1/2018
8350	PART-TIME LANDFILL TECHNICIAN	SEIU	L	8350	29.0438	30.4960	32.0209	33.6218	35.3028	37.0679	7/1/2018
8400	PART-TIME LIBRARIAN	SEIU	L	8400	33.6891	35.3734	37.1421	38.9994	40.9492	42.9967	7/1/2018
8402	PART-TIME LIBRARY SPECIALIST I	SEIU	L	8402	15.8212	16.6122	17.4429	18.3150	19.2308	20.1923	7/1/2018
8404	PART-TIME LIBRARY SPECIALIST III	SEIU	L	8404	21.8980	22.9928	24.1426	25.3496	26.6172	27.9480	7/1/2018
8130	PART-TIME MAIL CLERK	SEIU	L	8130	21.1618	22.2201	23.3311	24.4974	25.7223	27.0084	7/1/2018
8107	PART-TIME METER READER	SEIU	L	8107	28.6364	30.0682	31.5717	33.1502	34.8078	36.5482	7/1/2018
8102	PART-TIME OFFICE ASSISTANT	SEIU	L	8102	23.3488	24.5159	25.7419	27.0290	28.3806	29.7995	7/1/2018
8105	PART-TIME PRINCIPAL OFFICE ASSISTANT	SEIU	L	8105	33.0274	34.6787	36.4127	38.2334	40.1451	42.1523	7/1/2018
8106	PART-TIME SR CRIME ANALYST	SEIU	L	8106	45.8509	48.1437	50.5508	53.0784	55.7322	58.5189	7/1/2018
8104	PART-TIME SR OFFICE ASST	SEIU	L	8104	29.1412	30.5983	32.1283	33.7347	35.4213	37.1923	7/1/2018
8800	PART-TIME SR WORKFORCE SVC REP	SEIU	L	8800	26.1218	27.4280	28.7995	30.2395	31.7514	33.3390	7/1/2018
8103	PART-TIME STAFF OFFICE ASSISTANT	SEIU	L	8103	25.7424	27.0295	28.3809	29.7999	31.2897	32.8542	7/1/2018
8600	PART-TIME VEHICLE ABATEMENT OFFICER	SEIU	L	8600	27.0453	28.3977	29.8176	31.3084	32.8739	34.5174	7/1/2018

**Assignments of Grade and Pay Ranges to Pay Plan as Referenced in the Salary Resolution**

**SEIU:**

**Category L**, applies to Classified Regular Part-time Employees

Pay rates for **Categories A, B, C, G and L** consist of hourly pay rates for each available step in each classification.

**City of Sunnyvale**  
**Salary Table - Regular Full-Time and Part-Time Classifications**

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
8500	PART-TIME ADMINISTRATIVE AIDE	SEIU	L	8500	35.5177	37.2938	39.1583	41.1163	43.1721	45.3307	7/14/2019
8601	PART-TIME ADMINISTRATIVE ANALYST	SEIU	L	8601	37.1266	38.9830	40.9322	42.9787	45.1277	47.3840	7/14/2019
8900	PART-TIME AUTO SHOP ATTENDANT	SEIU	L	8900	17.4116	18.2822	19.1962	20.1559	21.1638	22.2221	7/14/2019
8303	PART-TIME BUILDING SERVICES WORKER	SEIU	L	8303	28.9996	30.4496	31.9721	33.5706	35.2492	37.0118	7/14/2019
8700	PART-TIME BUSINESS LIAISON	SEIU	L	8700	32.6797	34.3137	36.0294	37.8309	39.7225	41.7087	7/14/2019
8701	PART-TIME CAREER ADVISOR	SEIU	L	8701	32.6797	34.3137	36.0294	37.8309	39.7225	41.7087	7/14/2019
8702	PART-TIME COMPUTER SYSTEMS SPECIALIST	SEIU	L	8702	36.9546	38.8022	40.7424	42.7796	44.9187	47.1645	7/14/2019
8301	PART-TIME CUSTODIAN	SEIU	L	8301	17.4116	18.2822	19.1962	20.1559	21.1638	22.2221	7/14/2019
8100	PART-TIME EMP TRNG PROG COORD	SEIU	L	8100	35.6378	37.4195	39.2906	41.2551	43.3180	45.4838	7/14/2019
8110	PART-TIME EMS SPECIALIST I	SEIU	L	8110	39.4488	41.4214	43.4924	45.6670	47.9504	50.3479	7/14/2019
8120	PART-TIME EMS SPECIALIST II	SEIU	L	8120	45.3746	47.6432	50.0255	52.5266	55.1529	57.9106	7/14/2019
8250	PART-TIME ENVIRON CHEMIST I	SEIU	L	8250	32.9790	34.6279	36.3591	38.1772	40.0861	42.0904	7/14/2019
8251	PART-TIME ENVIRON CHEMIST II	SEIU	L	8251	38.3582	40.2763	42.2902	44.4048	46.6248	48.9561	7/14/2019
8150	PART-TIME FACILITY ATTENDANT I	SEIU	L	8150	17.4116	18.2822	19.1962	20.1559	21.1638	22.2221	7/14/2019
8151	PART-TIME FACILITY ATTENDANT II	SEIU	L	8151	21.6824	22.7664	23.9048	25.1002	26.3551	27.6728	7/14/2019
8200	PART-TIME GOLF SERVICE ASSISTANT	SEIU	L	8200	17.2682	18.1314	19.0382	19.9900	20.9896	22.0389	7/14/2019
8300	PART-TIME GRAPHIC ARTIST	SEIU	L	8300	26.2572	27.5701	28.9485	30.3959	31.9155	33.5113	7/14/2019
8305	PART-TIME LAB/FIELD TECHNICIAN	SEIU	L	8305	30.3437	31.8609	33.4542	35.1269	36.8832	38.7274	7/14/2019
8350	PART-TIME LANDFILL TECHNICIAN	SEIU	L	8350	29.6247	31.1059	32.6613	34.2942	36.0089	37.8093	7/14/2019
8400	PART-TIME LIBRARIAN	SEIU	L	8400	34.3629	36.0809	37.8849	39.7794	41.7682	43.8566	7/14/2019
8402	PART-TIME LIBRARY SPECIALIST I	SEIU	L	8402	16.1376	16.9444	17.7918	18.6813	19.6154	20.5961	7/14/2019
8404	PART-TIME LIBRARY SPECIALIST III	SEIU	L	8404	22.3360	23.4527	24.6255	25.8566	27.1495	28.5070	7/14/2019
8130	PART-TIME MAIL CLERK	SEIU	L	8130	21.5850	22.6645	23.7977	24.9873	26.2367	27.5486	7/14/2019
8107	PART-TIME METER READER	SEIU	L	8107	29.2091	30.6696	32.2031	33.8132	35.5040	37.2792	7/14/2019
8102	PART-TIME OFFICE ASSISTANT	SEIU	L	8102	23.8158	25.0062	26.2567	27.5696	28.9482	30.3955	7/14/2019
8105	PART-TIME PRINCIPAL OFFICE ASSISTANT	SEIU	L	8105	33.6879	35.3723	37.1410	38.9981	40.9480	42.9953	7/14/2019
8106	PART-TIME SR CRIME ANALYST	SEIU	L	8106	46.7679	49.1066	51.5618	54.1400	56.8468	59.6893	7/14/2019
8104	PART-TIME SR OFFICE ASST	SEIU	L	8104	29.7240	31.2103	32.7709	34.4094	36.1297	37.9361	7/14/2019
8800	PART-TIME SR WORKFORCE SVC REP	SEIU	L	8800	26.6442	27.9766	29.3755	30.8443	32.3864	34.0058	7/14/2019
8103	PART-TIME STAFF OFFICE ASSISTANT	SEIU	L	8103	26.2572	27.5701	28.9485	30.3959	31.9155	33.5113	7/14/2019
8600	PART-TIME VEHICLE ABATEMENT OFFICER	SEIU	L	8600	27.5862	28.9657	30.4140	31.9346	33.5314	35.2077	7/14/2019

**Assignments of Grade and Pay Ranges to Pay Plan as Referenced in the Salary Resolution**

**SEIU:**

**Category L**, applies to Classified Regular Part-time Employees

Pay rates for **Categories A, B, C, G and L** consist of hourly pay rates for each available step in each classification

**City of Sunnyvale**  
**Salary Table - Regular Full-Time and Part-Time Classifications**

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
8500	PART-TIME ADMINISTRATIVE AIDE	SEIU	L	8500	36.2281	38.0397	39.9415	41.9386	44.0355	46.2373	7/12/2020
8601	PART-TIME ADMINISTRATIVE ANALYST	SEIU	L	8601	37.8691	39.7627	41.7508	43.8383	46.0303	48.3317	7/12/2020
8900	PART-TIME AUTO SHOP ATTENDANT	SEIU	L	8900	17.7598	18.6478	19.5801	20.5590	21.5871	22.6665	7/12/2020
8303	PART-TIME BUILDING SERVICES WORKER	SEIU	L	8303	29.5796	31.0586	32.6115	34.2420	35.9542	37.7520	7/12/2020
8700	PART-TIME BUSINESS LIAISON	SEIU	L	8700	33.3333	35.0000	36.7500	38.5875	40.5170	42.5429	7/12/2020
8701	PART-TIME CAREER ADVISOR	SEIU	L	8701	33.3333	35.0000	36.7500	38.5875	40.5170	42.5429	7/12/2020
8702	PART-TIME COMPUTER SYSTEMS SPECIALIST	SEIU	L	8702	37.6937	39.5782	41.5572	43.6352	45.8171	48.1078	7/12/2020
8301	PART-TIME CUSTODIAN	SEIU	L	8301	17.7598	18.6478	19.5801	20.5590	21.5871	22.6665	7/12/2020
8100	PART-TIME EMP TRNG PROG COORD	SEIU	L	8100	36.3506	38.1679	40.0764	42.0802	44.1844	46.3935	7/12/2020
8110	PART-TIME EMS SPECIALIST I	SEIU	L	8110	40.2378	42.2498	44.3622	46.5803	48.9094	51.3549	7/12/2020
8120	PART-TIME EMS SPECIALIST II	SEIU	L	8120	46.2821	48.5961	51.0260	53.5771	56.2560	59.0688	7/12/2020
8250	PART-TIME ENVIRON CHEMIST I	SEIU	L	8250	33.6386	35.3205	37.0863	38.9407	40.8878	42.9322	7/12/2020
8251	PART-TIME ENVIRON CHEMIST II	SEIU	L	8251	39.1254	41.0818	43.1360	45.2929	47.5573	49.9352	7/12/2020
8150	PART-TIME FACILITY ATTENDANT I	SEIU	L	8150	17.7598	18.6478	19.5801	20.5590	21.5871	22.6665	7/12/2020
8151	PART-TIME FACILITY ATTENDANT II	SEIU	L	8151	22.1160	23.2217	24.3829	25.6022	26.8822	28.2263	7/12/2020
8200	PART-TIME GOLF SERVICE ASSISTANT	SEIU	L	8200	17.6136	18.4940	19.4190	20.3898	21.4094	22.4797	7/12/2020
8300	PART-TIME GRAPHIC ARTIST	SEIU	L	8300	26.7823	28.1215	29.5275	31.0038	32.5538	34.1815	7/12/2020
8305	PART-TIME LAB/FIELD TECHNICIAN	SEIU	L	8305	30.9506	32.4981	34.1233	35.8294	37.6209	39.5019	7/12/2020
8350	PART-TIME LANDFILL TECHNICIAN	SEIU	L	8350	30.2172	31.7280	33.3145	34.9801	36.7291	38.5655	7/12/2020
8400	PART-TIME LIBRARIAN	SEIU	L	8400	35.0502	36.8025	38.6426	40.5750	42.6036	44.7337	7/12/2020
8402	PART-TIME LIBRARY SPECIALIST I	SEIU	L	8402	16.4604	17.2833	18.1476	19.0549	20.0077	21.0080	7/12/2020
8404	PART-TIME LIBRARY SPECIALIST III	SEIU	L	8404	22.7827	23.9218	25.1180	26.3737	27.6925	29.0771	7/12/2020
8130	PART-TIME MAIL CLERK	SEIU	L	8130	22.0167	23.1178	24.2737	25.4870	26.7614	28.0996	7/12/2020
8107	PART-TIME METER READER	SEIU	L	8107	29.7933	31.2830	32.8472	34.4895	36.2141	38.0248	7/12/2020
8102	PART-TIME OFFICE ASSISTANT	SEIU	L	8102	24.2921	25.5063	26.7818	28.1210	29.5272	31.0034	7/12/2020
8105	PART-TIME PRINCIPAL OFFICE ASSISTANT	SEIU	L	8105	34.3617	36.0797	37.8838	39.7781	41.7670	43.8552	7/12/2020
8106	PART-TIME SR CRIME ANALYST	SEIU	L	8106	47.7033	50.0887	52.5930	55.2228	57.9837	60.8831	7/12/2020
8104	PART-TIME SR OFFICE ASST	SEIU	L	8104	30.3185	31.8345	33.4263	35.0976	36.8523	38.6948	7/12/2020
8800	PART-TIME SR WORKFORCE SVC REP	SEIU	L	8800	27.1771	28.5361	29.9630	31.4612	33.0341	34.6859	7/12/2020
8103	PART-TIME STAFF OFFICE ASSISTANT	SEIU	L	8103	26.7823	28.1215	29.5275	31.0038	32.5538	34.1815	7/12/2020
8600	PART-TIME VEHICLE ABATEMENT OFFICER	SEIU	L	8600	28.1379	29.5450	31.0223	32.5733	34.2020	35.9119	7/12/2020

**Assignments of Grade and Pay Ranges to Pay Plan as Referenced in the Salary Resolution**

**SEIU:**

**Category L**, applies to Classified Regular Part-time Employees

Pay rates for **Categories A, B, C, G and L** consist of hourly pay rates for each available step in each classification

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 L  
(CLASSIFIED REGULAR PART-TIME) EMPLOYEES  
REPRESENTED BY THE SERVICE EMPLOYEE  
INTERNATIONAL UNION**

WHEREAS, the Memorandum of Understanding ("MOU") with the Service Employees International Union Local 521 ("SEIU") expires on June 30, 2017; and

WHEREAS, Negotiators for the City of Sunnyvale ("City") and SEIU began the meet and confer process in March 2017, and met five times before reaching an agreement; and

WHEREAS, a Tentative Agreement was reached on May 1, 2017, and the City was notified that the SEIU membership ratified this agreement for a term from July 1, 2017 through June 30, 2021; and

WHEREAS, the terms of the new MOU make changes to the wages, out-of-class pay for special assignment work, retirement, paid time off, bereavement leave, holiday benefit changes, and cash in-lieu of medical coverage; and

WHEREAS, consistent with the terms of the new MOU, the City desires to amend the City's salary resolution for SEIU employees, effective the first pay period after City Council approval of the MOU.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUNNYVALE THAT:

1. Resolution No. 190-05 is hereby amended by amending the pay rates in Pay Plan Category L, as set forth in Exhibit "A" attached and incorporated by reference.
2. All other provisions of Resolution No. 190-05 shall remain in full force and effect.
3. The Salary Resolution pay rates noted above shall be effective as set forth in the tables attached as Exhibit A.



Adopted by the City Council of the City of Sunnyvale at a regular meeting held on \_\_\_\_\_, 2017, by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:  
RECUSAL:

ATTEST:

APPROVED:

\_\_\_\_\_  
City Clerk  
(SEAL)

\_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

# EXHIBIT A

Section 1

## City of Sunnyvale Salary Table - Regular Full-Time and Part-Time Classifications

Draft SEIU Salary Table  
Effective 7/3/2016

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
8500	PART-TIME ADMINISTRATIVE AIDE	SEIU	L	8500	32.8255	34.4669	36.1901	37.9997	39.8997	41.8947	7/3/2016
8601	PART-TIME ADMINISTRATIVE ANALYST	SEIU	L	8601	34.3124	36.0281	37.8295	39.7210	41.7070	43.7923	7/3/2016
8900	PART-TIME AUTO SHOP ATTENDANT	SEIU	L	8900	16.0918	16.8964	17.7412	18.6281	19.5596	20.5377	7/3/2016
8303	PART-TIME BUILDING SERVICES WORKER	SEIU	L	8303	26.8014	28.1415	29.5487	31.0261	32.5773	34.2063	7/3/2016
8700	PART-TIME BUSINESS LIAISON	SEIU	L	8700	30.2026	31.7128	33.2984	34.9634	36.7115	38.5472	7/3/2016
8701	PART-TIME CAREER ADVISOR	SEIU	L	8701	30.2026	31.7128	33.2984	34.9634	36.7115	38.5472	7/3/2016
8702	PART-TIME COMPUTER SYSTEMS SPECIALIST	SEIU	L	8702	34.1535	35.8611	37.6541	39.5369	41.5138	43.5894	7/3/2016
8301	PART-TIME CUSTODIAN	SEIU	L	8301	16.0918	16.8964	17.7412	18.6281	19.5596	20.5377	7/3/2016
8100	PART-TIME EMP TRNG PROG COORD	SEIU	L	8100	32.9364	34.5832	36.3124	38.1280	40.0345	42.0362	7/3/2016
8110	PART-TIME EMS SPECIALIST I	SEIU	L	8110	36.4587	38.2816	40.1957	42.2055	44.3158	46.5315	7/3/2016
8120	PART-TIME EMS SPECIALIST II	SEIU	L	8120	41.9352	44.0318	46.2336	48.5452	50.9724	53.5211	7/3/2016
8250	PART-TIME ENVIRON CHEMIST I	SEIU	L	8250	30.4792	32.0031	33.6032	35.2834	37.0476	38.9000	7/3/2016
8251	PART-TIME ENVIRON CHEMIST II	SEIU	L	8251	35.4507	37.2235	39.0846	41.0389	43.0907	45.2453	7/3/2016
8150	PART-TIME FACILITY ATTENDANT I	SEIU	L	8150	16.0918	16.8964	17.7412	18.6281	19.5596	20.5377	7/3/2016
8151	PART-TIME FACILITY ATTENDANT II	SEIU	L	8151	20.0389	21.0408	22.0929	23.1976	24.3574	25.5752	7/3/2016
8200	PART-TIME GOLF SERVICE ASSISTANT	SEIU	L	8200	15.9592	16.7571	17.5951	18.4747	19.3986	20.3684	7/3/2016
8300	PART-TIME GRAPHIC ARTIST	SEIU	L	8300	24.2669	25.4803	26.7542	28.0919	29.4963	30.9712	7/3/2016
8305	PART-TIME LAB/FIELD TECHNICIAN	SEIU	L	8305	28.0437	29.4459	30.9184	32.4642	34.0875	35.7918	7/3/2016
8350	PART-TIME LANDFILL TECHNICIAN	SEIU	L	8350	27.3791	28.7481	30.1856	31.6947	33.2794	34.9434	7/3/2016
8400	PART-TIME LIBRARIAN	SEIU	L	8400	31.7582	33.3460	35.0133	36.7641	38.6022	40.5323	7/3/2016
8402	PART-TIME LIBRARY SPECIALIST I	SEIU	L	8402	14.9144	15.6601	16.4432	17.2653	18.1286	19.0350	7/3/2016
8404	PART-TIME LIBRARY SPECIALIST III	SEIU	L	8404	20.6429	21.6750	22.7588	23.8966	25.0916	26.3462	7/3/2016
8130	PART-TIME MAIL CLERK	SEIU	L	8130	19.9489	20.9465	21.9938	23.0934	24.2480	25.4604	7/3/2016
8107	PART-TIME METER READER	SEIU	L	8107	26.9951	28.3448	29.7621	31.2502	32.8128	34.4535	7/3/2016
8102	PART-TIME OFFICE ASSISTANT	SEIU	L	8102	22.0106	23.1108	24.2665	25.4798	26.7539	28.0915	7/3/2016
8105	PART-TIME PRINCIPAL OFFICE ASSISTANT	SEIU	L	8105	31.1344	32.6911	34.3257	36.0420	37.8441	39.7363	7/3/2016
8106	PART-TIME SR CRIME ANALYST	SEIU	L	8106	43.2230	45.3843	47.6535	50.0362	52.5379	55.1649	7/3/2016
8104	PART-TIME SR OFFICE ASST	SEIU	L	8104	27.4710	28.8445	30.2868	31.8012	33.3912	35.0606	7/3/2016
8800	PART-TIME SR WORKFORCE SVC REP	SEIU	L	8800	24.6246	25.8560	27.1488	28.5063	29.9315	31.4282	7/3/2016
8103	PART-TIME STAFF OFFICE ASSISTANT	SEIU	L	8103	24.2669	25.4803	26.7542	28.0919	29.4963	30.9712	7/3/2016
8600	PART-TIME VEHICLE ABATEMENT OFFICER	SEIU	L	8600	25.4952	26.7701	28.1086	29.5139	30.9897	32.5390	7/3/2016

Assignments of Grade and Pay Ranges to Pay Plan as Referenced in the Salary Resolution

**SEIU:**

**Category L**, applies to Classified Regular Part-time Employees

Pay rates for **Categories A, B, C, G and L** consist of hourly pay rates for each available step in each classification

**City of Sunnyvale**  
**Salary Table - Regular Full-Time and Part-Time Classifications**

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
8500	PART-TIME ADMINISTRATIVE AIDE	SEIU	L	8500	34.1385	35.8456	37.6377	39.5197	41.4957	43.5705	7/2/2017
8601	PART-TIME ADMINISTRATIVE ANALYST	SEIU	L	8601	35.6849	37.4692	39.3427	41.3098	43.3753	45.5440	7/2/2017
8900	PART-TIME AUTO SHOP ATTENDANT	SEIU	L	8900	16.7355	17.5723	18.4508	19.3732	20.3420	21.3592	7/2/2017
8303	PART-TIME BUILDING SERVICES WORKER	SEIU	L	8303	27.8735	29.2672	30.7306	32.2671	33.8804	35.5746	7/2/2017
8700	PART-TIME BUSINESS LIAISON	SEIU	L	8700	31.4107	32.9813	34.6303	36.3619	38.1800	40.0891	7/2/2017
8701	PART-TIME CAREER ADVISOR	SEIU	L	8701	31.4107	32.9813	34.6303	36.3619	38.1800	40.0891	7/2/2017
8702	PART-TIME COMPUTER SYSTEMS SPECIALIST	SEIU	L	8702	35.5196	37.2955	39.1603	41.1184	43.1744	45.3330	7/2/2017
8301	PART-TIME CUSTODIAN	SEIU	L	8301	16.7355	17.5723	18.4508	19.3732	20.3420	21.3592	7/2/2017
8100	PART-TIME EMP TRNG PROG COORD	SEIU	L	8100	34.2539	35.9665	37.7649	39.6531	41.6359	43.7176	7/2/2017
8110	PART-TIME EMS SPECIALIST I	SEIU	L	8110	37.9170	39.8129	41.8035	43.8937	46.0884	48.3928	7/2/2017
8120	PART-TIME EMS SPECIALIST II	SEIU	L	8120	43.6126	45.7931	48.0829	50.4870	53.0113	55.6619	7/2/2017
8250	PART-TIME ENVIRON CHEMIST I	SEIU	L	8250	31.6984	33.2832	34.9473	36.6947	38.5295	40.4560	7/2/2017
8251	PART-TIME ENVIRON CHEMIST II	SEIU	L	8251	36.8687	38.7124	40.6480	42.6805	44.8143	47.0551	7/2/2017
8150	PART-TIME FACILITY ATTENDANT I	SEIU	L	8150	16.7355	17.5723	18.4508	19.3732	20.3420	21.3592	7/2/2017
8151	PART-TIME FACILITY ATTENDANT II	SEIU	L	8151	20.8405	21.8824	22.9766	24.1255	25.3317	26.5982	7/2/2017
8200	PART-TIME GOLF SERVICE ASSISTANT	SEIU	L	8200	16.5976	17.4274	18.2989	19.2137	20.1745	21.1831	7/2/2017
8300	PART-TIME GRAPHIC ARTIST	SEIU	L	8300	25.2376	26.4995	27.8244	29.2156	30.6762	32.2100	7/2/2017
8305	PART-TIME LAB/FIELD TECHNICIAN	SEIU	L	8305	29.1654	30.6237	32.1551	33.7628	35.4510	37.2235	7/2/2017
8350	PART-TIME LANDFILL TECHNICIAN	SEIU	L	8350	28.4743	29.8980	31.3930	32.9625	34.6106	36.3411	7/2/2017
8400	PART-TIME LIBRARIAN	SEIU	L	8400	33.0285	34.6798	36.4138	38.2347	40.1463	42.1536	7/2/2017
8402	PART-TIME LIBRARY SPECIALIST I	SEIU	L	8402	15.5110	16.2865	17.1009	17.9559	18.8537	19.7964	7/2/2017
8404	PART-TIME LIBRARY SPECIALIST III	SEIU	L	8404	21.4686	22.5420	23.6692	24.8525	26.0953	27.4000	7/2/2017
8130	PART-TIME MAIL CLERK	SEIU	L	8130	20.7469	21.7844	22.8736	24.0171	25.2179	26.4788	7/2/2017
8107	PART-TIME METER READER	SEIU	L	8107	28.0749	29.4786	30.9526	32.5002	34.1253	35.8316	7/2/2017
8102	PART-TIME OFFICE ASSISTANT	SEIU	L	8102	22.8910	24.0352	25.2372	26.4990	27.8241	29.2152	7/2/2017
8105	PART-TIME PRINCIPAL OFFICE ASSISTANT	SEIU	L	8105	32.3798	33.9987	35.6987	37.4837	39.3579	41.3258	7/2/2017
8106	PART-TIME SR CRIME ANALYST	SEIU	L	8106	44.9519	47.1997	49.5596	52.0376	54.6394	57.3715	7/2/2017
8104	PART-TIME SR OFFICE ASST	SEIU	L	8104	28.5698	29.9983	31.4983	33.0732	34.7268	36.4630	7/2/2017
8800	PART-TIME SR WORKFORCE SVC REP	SEIU	L	8800	25.6096	26.8902	28.2348	29.6466	31.1288	32.6853	7/2/2017
8103	PART-TIME STAFF OFFICE ASSISTANT	SEIU	L	8103	25.2376	26.4995	27.8244	29.2156	30.6762	32.2100	7/2/2017
8600	PART-TIME VEHICLE ABATEMENT OFFICER	SEIU	L	8600	26.5150	27.8409	29.2329	30.6945	32.2293	33.8406	7/2/2017

**Assignments of Grade and Pay Ranges to Pay Plan as Referenced in the Salary Resolution**

**SEIU:**

**Category L**, applies to Classified Regular Part-time Employees

Pay rates for **Categories A, B, C, G and L** consist of hourly pay rates for each available step in each classification.

**City of Sunnyvale**  
**Salary Table - Regular Full-Time and Part-Time Classifications**

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
8500	PART-TIME ADMINISTRATIVE AIDE	SEIU	L	8500	34.8213	36.5625	38.3905	40.3101	42.3256	44.4419	7/1/2018
8601	PART-TIME ADMINISTRATIVE ANALYST	SEIU	L	8601	36.3986	38.2186	40.1296	42.1360	44.2428	46.4549	7/1/2018
8900	PART-TIME AUTO SHOP ATTENDANT	SEIU	L	8900	17.0702	17.9237	18.8198	19.7607	20.7488	21.7864	7/1/2018
8303	PART-TIME BUILDING SERVICES WORKER	SEIU	L	8303	28.4310	29.8525	31.3452	32.9124	34.5580	36.2861	7/1/2018
8700	PART-TIME BUSINESS LIAISON	SEIU	L	8700	32.0389	33.6409	35.3229	37.0891	38.9436	40.8909	7/1/2018
8701	PART-TIME CAREER ADVISOR	SEIU	L	8701	32.0389	33.6409	35.3229	37.0891	38.9436	40.8909	7/1/2018
8702	PART-TIME COMPUTER SYSTEMS SPECIALIST	SEIU	L	8702	36.2300	38.0414	39.9435	41.9408	44.0379	46.2397	7/1/2018
8301	PART-TIME CUSTODIAN	SEIU	L	8301	17.0702	17.9237	18.8198	19.7607	20.7488	21.7864	7/1/2018
8100	PART-TIME EMP TRNG PROG COORD	SEIU	L	8100	34.9390	36.6858	38.5202	40.4462	42.4686	44.5920	7/1/2018
8110	PART-TIME EMS SPECIALIST I	SEIU	L	8110	38.6753	40.6092	42.6396	44.7716	47.0102	49.3607	7/1/2018
8120	PART-TIME EMS SPECIALIST II	SEIU	L	8120	44.4849	46.7090	49.0446	51.4967	54.0715	56.7751	7/1/2018
8250	PART-TIME ENVIRON CHEMIST I	SEIU	L	8250	32.3324	33.9489	35.6462	37.4286	39.3001	41.2651	7/1/2018
8251	PART-TIME ENVIRON CHEMIST II	SEIU	L	8251	37.6061	39.4866	41.4610	43.5341	45.7106	47.9962	7/1/2018
8150	PART-TIME FACILITY ATTENDANT I	SEIU	L	8150	17.0702	17.9237	18.8198	19.7607	20.7488	21.7864	7/1/2018
8151	PART-TIME FACILITY ATTENDANT II	SEIU	L	8151	21.2573	22.3200	23.4361	24.6080	25.8383	27.1302	7/1/2018
8200	PART-TIME GOLF SERVICE ASSISTANT	SEIU	L	8200	16.9296	17.7759	18.6649	19.5980	20.5780	21.6068	7/1/2018
8300	PART-TIME GRAPHIC ARTIST	SEIU	L	8300	25.7424	27.0295	28.3809	29.7999	31.2897	32.8542	7/1/2018
8305	PART-TIME LAB/FIELD TECHNICIAN	SEIU	L	8305	29.7487	31.2362	32.7982	34.4381	36.1600	37.9680	7/1/2018
8350	PART-TIME LANDFILL TECHNICIAN	SEIU	L	8350	29.0438	30.4960	32.0209	33.6218	35.3028	37.0679	7/1/2018
8400	PART-TIME LIBRARIAN	SEIU	L	8400	33.6891	35.3734	37.1421	38.9994	40.9492	42.9967	7/1/2018
8402	PART-TIME LIBRARY SPECIALIST I	SEIU	L	8402	15.8212	16.6122	17.4429	18.3150	19.2308	20.1923	7/1/2018
8404	PART-TIME LIBRARY SPECIALIST III	SEIU	L	8404	21.8980	22.9928	24.1426	25.3496	26.6172	27.9480	7/1/2018
8130	PART-TIME MAIL CLERK	SEIU	L	8130	21.1618	22.2201	23.3311	24.4974	25.7223	27.0084	7/1/2018
8107	PART-TIME METER READER	SEIU	L	8107	28.6364	30.0682	31.5717	33.1502	34.8078	36.5482	7/1/2018
8102	PART-TIME OFFICE ASSISTANT	SEIU	L	8102	23.3488	24.5159	25.7419	27.0290	28.3806	29.7995	7/1/2018
8105	PART-TIME PRINCIPAL OFFICE ASSISTANT	SEIU	L	8105	33.0274	34.6787	36.4127	38.2334	40.1451	42.1523	7/1/2018
8106	PART-TIME SR CRIME ANALYST	SEIU	L	8106	45.8509	48.1437	50.5508	53.0784	55.7322	58.5189	7/1/2018
8104	PART-TIME SR OFFICE ASST	SEIU	L	8104	29.1412	30.5983	32.1283	33.7347	35.4213	37.1923	7/1/2018
8800	PART-TIME SR WORKFORCE SVC REP	SEIU	L	8800	26.1218	27.4280	28.7995	30.2395	31.7514	33.3390	7/1/2018
8103	PART-TIME STAFF OFFICE ASSISTANT	SEIU	L	8103	25.7424	27.0295	28.3809	29.7999	31.2897	32.8542	7/1/2018
8600	PART-TIME VEHICLE ABATEMENT OFFICER	SEIU	L	8600	27.0453	28.3977	29.8176	31.3084	32.8739	34.5174	7/1/2018

**Assignments of Grade and Pay Ranges to Pay Plan as Referenced in the Salary Resolution**

**SEIU:**

**Category L**, applies to Classified Regular Part-time Employees

Pay rates for **Categories A, B, C, G and L** consist of hourly pay rates for each available step in each classification.

**City of Sunnyvale**  
**Salary Table - Regular Full-Time and Part-Time Classifications**

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
8500	PART-TIME ADMINISTRATIVE AIDE	SEIU	L	8500	35.5177	37.2938	39.1583	41.1163	43.1721	45.3307	7/14/2019
8601	PART-TIME ADMINISTRATIVE ANALYST	SEIU	L	8601	37.1266	38.9830	40.9322	42.9787	45.1277	47.3840	7/14/2019
8900	PART-TIME AUTO SHOP ATTENDANT	SEIU	L	8900	17.4116	18.2822	19.1962	20.1559	21.1638	22.2221	7/14/2019
8303	PART-TIME BUILDING SERVICES WORKER	SEIU	L	8303	28.9996	30.4496	31.9721	33.5706	35.2492	37.0118	7/14/2019
8700	PART-TIME BUSINESS LIAISON	SEIU	L	8700	32.6797	34.3137	36.0294	37.8309	39.7225	41.7087	7/14/2019
8701	PART-TIME CAREER ADVISOR	SEIU	L	8701	32.6797	34.3137	36.0294	37.8309	39.7225	41.7087	7/14/2019
8702	PART-TIME COMPUTER SYSTEMS SPECIALIST	SEIU	L	8702	36.9546	38.8022	40.7424	42.7796	44.9187	47.1645	7/14/2019
8301	PART-TIME CUSTODIAN	SEIU	L	8301	17.4116	18.2822	19.1962	20.1559	21.1638	22.2221	7/14/2019
8100	PART-TIME EMP TRNG PROG COORD	SEIU	L	8100	35.6378	37.4195	39.2906	41.2551	43.3180	45.4838	7/14/2019
8110	PART-TIME EMS SPECIALIST I	SEIU	L	8110	39.4488	41.4214	43.4924	45.6670	47.9504	50.3479	7/14/2019
8120	PART-TIME EMS SPECIALIST II	SEIU	L	8120	45.3746	47.6432	50.0255	52.5266	55.1529	57.9106	7/14/2019
8250	PART-TIME ENVIRON CHEMIST I	SEIU	L	8250	32.9790	34.6279	36.3591	38.1772	40.0861	42.0904	7/14/2019
8251	PART-TIME ENVIRON CHEMIST II	SEIU	L	8251	38.3582	40.2763	42.2902	44.4048	46.6248	48.9561	7/14/2019
8150	PART-TIME FACILITY ATTENDANT I	SEIU	L	8150	17.4116	18.2822	19.1962	20.1559	21.1638	22.2221	7/14/2019
8151	PART-TIME FACILITY ATTENDANT II	SEIU	L	8151	21.6824	22.7664	23.9048	25.1002	26.3551	27.6728	7/14/2019
8200	PART-TIME GOLF SERVICE ASSISTANT	SEIU	L	8200	17.2682	18.1314	19.0382	19.9900	20.9896	22.0389	7/14/2019
8300	PART-TIME GRAPHIC ARTIST	SEIU	L	8300	26.2572	27.5701	28.9485	30.3959	31.9155	33.5113	7/14/2019
8305	PART-TIME LAB/FIELD TECHNICIAN	SEIU	L	8305	30.3437	31.8609	33.4542	35.1269	36.8832	38.7274	7/14/2019
8350	PART-TIME LANDFILL TECHNICIAN	SEIU	L	8350	29.6247	31.1059	32.6613	34.2942	36.0089	37.8093	7/14/2019
8400	PART-TIME LIBRARIAN	SEIU	L	8400	34.3629	36.0809	37.8849	39.7794	41.7682	43.8566	7/14/2019
8402	PART-TIME LIBRARY SPECIALIST I	SEIU	L	8402	16.1376	16.9444	17.7918	18.6813	19.6154	20.5961	7/14/2019
8404	PART-TIME LIBRARY SPECIALIST III	SEIU	L	8404	22.3360	23.4527	24.6255	25.8566	27.1495	28.5070	7/14/2019
8130	PART-TIME MAIL CLERK	SEIU	L	8130	21.5850	22.6645	23.7977	24.9873	26.2367	27.5486	7/14/2019
8107	PART-TIME METER READER	SEIU	L	8107	29.2091	30.6696	32.2031	33.8132	35.5040	37.2792	7/14/2019
8102	PART-TIME OFFICE ASSISTANT	SEIU	L	8102	23.8158	25.0062	26.2567	27.5696	28.9482	30.3955	7/14/2019
8105	PART-TIME PRINCIPAL OFFICE ASSISTANT	SEIU	L	8105	33.6879	35.3723	37.1410	38.9981	40.9480	42.9953	7/14/2019
8106	PART-TIME SR CRIME ANALYST	SEIU	L	8106	46.7679	49.1066	51.5618	54.1400	56.8468	59.6893	7/14/2019
8104	PART-TIME SR OFFICE ASST	SEIU	L	8104	29.7240	31.2103	32.7709	34.4094	36.1297	37.9361	7/14/2019
8800	PART-TIME SR WORKFORCE SVC REP	SEIU	L	8800	26.6442	27.9766	29.3755	30.8443	32.3864	34.0058	7/14/2019
8103	PART-TIME STAFF OFFICE ASSISTANT	SEIU	L	8103	26.2572	27.5701	28.9485	30.3959	31.9155	33.5113	7/14/2019
8600	PART-TIME VEHICLE ABATEMENT OFFICER	SEIU	L	8600	27.5862	28.9657	30.4140	31.9346	33.5314	35.2077	7/14/2019

**Assignments of Grade and Pay Ranges to Pay Plan as Referenced in the Salary Resolution**

**SEIU:**

**Category L**, applies to Classified Regular Part-time Employees

Pay rates for **Categories A, B, C, G and L** consist of hourly pay rates for each available step in each classification

**City of Sunnyvale**  
**Salary Table - Regular Full-Time and Part-Time Classifications**

Draft SEIU Salary Table  
Effective 7/12/2020

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
8500	PART-TIME ADMINISTRATIVE AIDE	SEIU	L	8500	36.2281	38.0397	39.9415	41.9386	44.0355	46.2373	7/12/2020
8601	PART-TIME ADMINISTRATIVE ANALYST	SEIU	L	8601	37.8691	39.7627	41.7508	43.8383	46.0303	48.3317	7/12/2020
8900	PART-TIME AUTO SHOP ATTENDANT	SEIU	L	8900	17.7598	18.6478	19.5801	20.5590	21.5871	22.6665	7/12/2020
8303	PART-TIME BUILDING SERVICES WORKER	SEIU	L	8303	29.5796	31.0586	32.6115	34.2420	35.9542	37.7520	7/12/2020
8700	PART-TIME BUSINESS LIAISON	SEIU	L	8700	33.3333	35.0000	36.7500	38.5875	40.5170	42.5429	7/12/2020
8701	PART-TIME CAREER ADVISOR	SEIU	L	8701	33.3333	35.0000	36.7500	38.5875	40.5170	42.5429	7/12/2020
8702	PART-TIME COMPUTER SYSTEMS SPECIALIST	SEIU	L	8702	37.6937	39.5782	41.5572	43.6352	45.8171	48.1078	7/12/2020
8301	PART-TIME CUSTODIAN	SEIU	L	8301	17.7598	18.6478	19.5801	20.5590	21.5871	22.6665	7/12/2020
8100	PART-TIME EMP TRNG PROG COORD	SEIU	L	8100	36.3506	38.1679	40.0764	42.0802	44.1844	46.3935	7/12/2020
8110	PART-TIME EMS SPECIALIST I	SEIU	L	8110	40.2378	42.2498	44.3622	46.5803	48.9094	51.3549	7/12/2020
8120	PART-TIME EMS SPECIALIST II	SEIU	L	8120	46.2821	48.5961	51.0260	53.5771	56.2560	59.0688	7/12/2020
8250	PART-TIME ENVIRON CHEMIST I	SEIU	L	8250	33.6386	35.3205	37.0863	38.9407	40.8878	42.9322	7/12/2020
8251	PART-TIME ENVIRON CHEMIST II	SEIU	L	8251	39.1254	41.0818	43.1360	45.2929	47.5573	49.9352	7/12/2020
8150	PART-TIME FACILITY ATTENDANT I	SEIU	L	8150	17.7598	18.6478	19.5801	20.5590	21.5871	22.6665	7/12/2020
8151	PART-TIME FACILITY ATTENDANT II	SEIU	L	8151	22.1160	23.2217	24.3829	25.6022	26.8822	28.2263	7/12/2020
8200	PART-TIME GOLF SERVICE ASSISTANT	SEIU	L	8200	17.6136	18.4940	19.4190	20.3898	21.4094	22.4797	7/12/2020
8300	PART-TIME GRAPHIC ARTIST	SEIU	L	8300	26.7823	28.1215	29.5275	31.0038	32.5538	34.1815	7/12/2020
8305	PART-TIME LAB/FIELD TECHNICIAN	SEIU	L	8305	30.9506	32.4981	34.1233	35.8294	37.6209	39.5019	7/12/2020
8350	PART-TIME LANDFILL TECHNICIAN	SEIU	L	8350	30.2172	31.7280	33.3145	34.9801	36.7291	38.5655	7/12/2020
8400	PART-TIME LIBRARIAN	SEIU	L	8400	35.0502	36.8025	38.6426	40.5750	42.6036	44.7337	7/12/2020
8402	PART-TIME LIBRARY SPECIALIST I	SEIU	L	8402	16.4604	17.2833	18.1476	19.0549	20.0077	21.0080	7/12/2020
8404	PART-TIME LIBRARY SPECIALIST III	SEIU	L	8404	22.7827	23.9218	25.1180	26.3737	27.6925	29.0771	7/12/2020
8130	PART-TIME MAIL CLERK	SEIU	L	8130	22.0167	23.1178	24.2737	25.4870	26.7614	28.0996	7/12/2020
8107	PART-TIME METER READER	SEIU	L	8107	29.7933	31.2830	32.8472	34.4895	36.2141	38.0248	7/12/2020
8102	PART-TIME OFFICE ASSISTANT	SEIU	L	8102	24.2921	25.5063	26.7818	28.1210	29.5272	31.0034	7/12/2020
8105	PART-TIME PRINCIPAL OFFICE ASSISTANT	SEIU	L	8105	34.3617	36.0797	37.8838	39.7781	41.7670	43.8552	7/12/2020
8106	PART-TIME SR CRIME ANALYST	SEIU	L	8106	47.7033	50.0887	52.5930	55.2228	57.9837	60.8831	7/12/2020
8104	PART-TIME SR OFFICE ASST	SEIU	L	8104	30.3185	31.8345	33.4263	35.0976	36.8523	38.6948	7/12/2020
8800	PART-TIME SR WORKFORCE SVC REP	SEIU	L	8800	27.1771	28.5361	29.9630	31.4612	33.0341	34.6859	7/12/2020
8103	PART-TIME STAFF OFFICE ASSISTANT	SEIU	L	8103	26.7823	28.1215	29.5275	31.0038	32.5538	34.1815	7/12/2020
8600	PART-TIME VEHICLE ABATEMENT OFFICER	SEIU	L	8600	28.1379	29.5450	31.0223	32.5733	34.2020	35.9119	7/12/2020

**Assignments of Grade and Pay Ranges to Pay Plan as Referenced in the Salary Resolution**

**SEIU:**

**Category L**, applies to Classified Regular Part-time Employees

Pay rates for **Categories A, B, C, G and L** consist of hourly pay rates for each available step in each classification



# City of Sunnyvale

## Agenda Item

---

17-0559

Agenda Date: 5/23/2017

---

### REPORT TO COUNCIL

#### **SUBJECT**

Amend the Salary Resolution to Update the Schedule of Pay to Provide Salary Increases for Pay Plan Category G (Unrepresented Classified Confidential Employees) and Align Pay Plan Category G (Unrepresented Classified Confidential Employees) with Pay Plan Category B (Sunnyvale Employees Association) With Respect to Wages

#### **BACKGROUND**

Unrepresented Classified Confidential (pay plan category G) employees are not organized and do not negotiate for any changes to their wages, hours, and/or other terms and conditions of employment.

Pursuant to the existing provisions of Salary Resolution Section 1.000, pay plan category G employees currently receive the same treatment as pay plan category B (SEA) employees for purposes of benefits and leaves, except for Paid Time Off (PTO) and floating holiday as defined in Sections 3.110 and 3.310. Prior to September 2016, category G employees received the same treatment as pay plan category B employees with respect to wages. The City Council took action in September 2016 to separate category G employees from category B employees on wages (3.5% increase effective Sept. 20, 2016; 3% increase of July 2, 2017; and 1.5% increase on July 1, 2018). This report recommends aligning category G and category B employees with respect to wages and to provide wage adjustments to pay plan category G employees to achieve the goal of maintaining consistent wages between represented and unrepresented employees of similar classifications.

The City and the Sunnyvale Employees Association (SEA) entered into a tentative agreement on May 1, 2017 for a successor Memorandum of Understanding (MOU) that includes wage increases for category B (SEA) employees. This successor MOU is also on the City Council agenda for May 23, 2017. The action outlined in this Report to Council provides for the same wage adjustments recommended for category B employees to be implemented for category G employees.

#### **EXISTING POLICY**

Council Policy 7.3.1 Legislative Management - Goals and Policies, Goal 7.3D: Maintain a quality work force, consistent with state and federal laws, City Charter, and adopted policies in order to assure that City services are provided in an effective, efficient, and high quality manner.

#### **ENVIRONMENTAL REVIEW**

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

**DISCUSSION**

Staff has identified the following modifications to the Salary Resolution for pay plan category G employees. Benefits are the same as category B employees unless otherwise indicated. All changes shall be inclusive of the pay period of City Council approval unless otherwise indicated. All other category G benefits not addressed below will remain unchanged.

**Wages****Salary adjustments**

- Effective the first full pay period in July 2016: 5.5% across the board increase to be effective the pay period inclusive of Council approval. (Council previously approved a 3.5% salary increase on September 20, 2016. The cumulative 5.5% difference will be retroactive to July 2016.)
- Effective the first full pay period in July 2017: 4% salary increase (Council previously approved a 3% salary increase)
- Effective the first full pay period in July 2018: 2% salary increase (Council previously approved a 1.5% salary increase)

These increased salary adjustments bring category G employees into pay equity with category B employees. On September 20, 2016, Council approved a total wage adjustment of 8% over three years and authorized an additional 2% if needed to maintain pay equity with category B employees. The total wage increase recommended in this Report to Council is 11.5%.

**Out-of-Class Pay for Special Assignment Work**

This Report to Council also recommends approval of out-of-class pay for special assignment work in the amount of 5% more than an employee's normal pay rate for category G employees.

**FISCAL IMPACT**

For the current fiscal year, the costs are mostly budgeted with the remainder being absorbed through expenditure savings primarily due to vacancies. The incremental cost of the additional salary increase is included in the FY 2017/18 Recommended Budget and totals approximately \$1.3 million over twenty years.

**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.

**STAFF RECOMMENDATION**

Adopt the Resolution to Amend the Salary Resolution to Update the Schedule of Pay to Provide Salary Increases for Pay Plan Category G (Unrepresented Classified Confidential Employees) and Align Pay Plan Category G (Unrepresented Classified Confidential Employees) with Pay Plan Category B (Sunnyvale Employees Association) With Respect to Wages

Prepared by: Anthony Giles, Human Resources Manager



Reviewed by: Teri Silva, Director, Human Resources

Reviewed by: Walter C. Rossmann, Assistant City Manager

Approved by: Deanna J. Santana, City Manager

**ATTACHMENT**

1. Resolution to Amend Salary Resolution
2. Revised Salary Resolution
3. Revised Salary Table

## 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 G  
(UNREPRESENTED CLASSIFIED CONFIDENTIAL  
EMPLOYEES)**

WHEREAS, unrepresented classified confidential employees (pay plan category G) are not organized and do not negotiate for any changes in their wages, hours and/or other terms and conditions of employment; and

WHEREAS, Negotiators for the City of Sunnyvale ("City") and Sunnyvale Employees Association ("SEA") and Service Employee International Union ("SEIU") have reached an agreement; and

WHEREAS, the City has a general goal of maintaining consistent benefits between represented and unrepresented employees to the extent possible and appropriate; and

WHEREAS, wage increases for SEA were recently established in a new Memorandum of Understanding ("MOU"); and

WHEREAS, in furtherance of the goal of maintaining consistent benefits between represented and unrepresented employee groups, the City desires to amend the City's salary resolution for unrepresented classified confidential employees (pay plan category G) to reflect the same wage increases for SEA and align SEA and Confidential employees with respect to wages.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUNNYVALE THAT:

1. Resolution No. 190-05 is hereby amended by amending the pay rates in Pay Plan Category G, as set forth in Exhibit "A" attached and incorporated by reference.
2. Resolution No. 190-05 is hereby amended by amending the text as set forth in Exhibit "B" attached and incorporated by reference.
3. All other provisions of Resolution No. 190-05 shall remain in full force and effect.
4. The Salary Resolution amendments and pay rates noted above shall be implemented the first full pay period following Council approval, effective on the dates set forth on the tables in Exhibit A.

Adopted by the City Council of the City of Sunnyvale at a regular meeting held on \_\_\_\_\_, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

RECUSAL:

ATTEST:

APPROVED:

\_\_\_\_\_  
City Clerk  
(SEAL)

\_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

# EXHIBIT A

Section 1

## City of Sunnyvale Salary Table - Regular Full-Time and Part-Time Classifications

Draft Confidential Salary Table  
Effective 7/3/2016

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
1001	ACCOUNTANT-CONFIDENTIAL	CONF	G	658	36.1640	37.9721	39.8707	41.8643	43.9575	46.1553	7/3/2016
1101	ADMINISTRATIVE AIDE-CONFIDENTIAL	CONF	G	640	32.8255	34.4669	36.1901	37.9997	39.8997	41.8947	7/3/2016
6000	ADMINISTRATIVE SECRETARY	CONF	G	105	29.4856	30.9599	32.5079	34.1332	35.8399	37.6319	7/3/2016
6410	EXECUTIVE ASSISTANT	CONF	G	166	34.4665	36.1899	37.9994	39.8994	41.8944	43.9891	7/3/2016
1450	HUMAN RESOURCES ANALYST	CONF	G	187	38.0336	39.9353	41.9321	44.0287	46.2301	48.5416	7/3/2016
1775	HUMAN RESOURCES TECHNICIAN	CONF	G	638	32.8255	34.4669	36.1901	37.9997	39.8997	41.8947	7/3/2016
2455	I.T. COORDINATOR-CONFIDENTIAL	CONF	G	685	41.6148	43.6956	45.8804	48.1744	50.5830	53.1123	7/3/2016
6100	LEGAL SECRETARY	CONF	G	137	29.5931	31.0728	32.6263	34.2576	35.9705	37.7690	7/3/2016
6210	OFFICE ASSISTANT-CONFIDENTIAL	CONF	G	676	22.0106	23.1108	24.2665	25.4798	26.7539	28.0915	7/3/2016
1060	PARALEGAL	CONF	G	637	36.1640	37.9721	39.8707	41.8643	43.9575	46.1553	7/3/2016
1015	PAYROLL SUPERVISOR	CONF	G	675	39.7803	41.7693	43.8578	46.0509	48.3533	50.7710	7/3/2016
6855	PAYROLL TECHNICIAN I	CONF	G	703	24.2669	25.4803	26.7542	28.0919	29.4963	30.9712	7/3/2016
6857	PAYROLL TECHNICIAN II	CONF	G	705	27.7678	29.1562	30.6141	32.1447	33.7519	35.4395	7/3/2016
6860	PAYROLL TECHNICIAN III	CONF	G	686	31.4707	33.0443	34.6964	36.4313	38.2527	40.1654	7/3/2016
6301	PRINCIPAL OFFICE ASSISTANT-CONFIDENTIAL	CONF	G	102	31.1344	32.6911	34.3257	36.0420	37.8441	39.7363	7/3/2016
1460	SR HUMAN RESOURCES ANALYST	CONF	G	684	41.8370	43.9289	46.1253	48.4317	50.8532	53.3960	7/3/2016
6501	SR OFFICE ASSISTANT-CONFIDENTIAL	CONF	G	644	27.4710	28.8445	30.2868	31.8012	33.3912	35.0606	7/3/2016
2203	SR PROGRAMMER ANALYST-CONFIDENTIAL	CONF	G	659	47.3486	49.7161	52.2019	54.8120	57.5526	60.4301	7/3/2016
6651	STAFF OFFICE ASSISTANT-CONFIDENTIAL	CONF	G	109	24.2669	25.4803	26.7542	28.0919	29.4963	30.9712	7/3/2016

### Notes

CONF and Mgmt-CONF:

In addition to base pay, employees assigned to Confidential classifications receive a 3.5% confidential premium.

### Assignments of Grade and Pay Ranges to Pay Plan as Referenced in the Salary Resolution

#### CONF:

Category G, applies to Classified Confidential Employees

Pay rates for Categories A, B, C, G and L consist of hourly pay rates for each available step in each classification

**City of Sunnyvale**  
**Salary Table - Regular Full-Time and Part-Time Classifications**

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
1001	ACCOUNTANT-CONFIDENTIAL	CONF	G	658	37.6106	39.4910	41.4655	43.5389	45.7158	48.0015	7/2/2017
1101	ADMINISTRATIVE AIDE-CONFIDENTIAL	CONF	G	640	34.1385	35.8456	37.6377	39.5197	41.4957	43.5705	7/2/2017
6000	ADMINISTRATIVE SECRETARY	CONF	G	105	30.6650	32.1983	33.8082	35.4985	37.2735	39.1372	7/2/2017
6410	EXECUTIVE ASSISTANT	CONF	G	166	35.8452	37.6375	39.5194	41.4954	43.5702	45.7487	7/2/2017
1450	HUMAN RESOURCES ANALYST	CONF	G	187	39.5549	41.5327	43.6094	45.7898	48.0793	50.4833	7/2/2017
1775	HUMAN RESOURCES TECHNICIAN	CONF	G	638	34.1385	35.8456	37.6377	39.5197	41.4957	43.5705	7/2/2017
2455	I.T. COORDINATOR-CONFIDENTIAL	CONF	G	685	43.2794	45.4434	47.7156	50.1014	52.6063	55.2368	7/2/2017
6100	LEGAL SECRETARY	CONF	G	137	30.7768	32.3157	33.9314	35.6279	37.4093	39.2798	7/2/2017
6210	OFFICE ASSISTANT-CONFIDENTIAL	CONF	G	676	22.8910	24.0352	25.2372	26.4990	27.8241	29.2152	7/2/2017
1060	PARALEGAL	CONF	G	637	37.6106	39.4910	41.4655	43.5389	45.7158	48.0015	7/2/2017
1015	PAYROLL SUPERVISOR	CONF	G	675	41.3715	43.4401	45.6121	47.8929	50.2874	52.8018	7/2/2017
6855	PAYROLL TECHNICIAN I	CONF	G	703	25.2376	26.4995	27.8244	29.2156	30.6762	32.2100	7/2/2017
6857	PAYROLL TECHNICIAN II	CONF	G	705	28.8785	30.3224	31.8387	33.4305	35.1020	36.8571	7/2/2017
6860	PAYROLL TECHNICIAN III	CONF	G	686	32.7295	34.3661	36.0843	37.8886	39.7828	41.7720	7/2/2017
6301	PRINCIPAL OFFICE ASSISTANT-CONFIDENTIAL	CONF	G	102	32.3798	33.9987	35.6987	37.4837	39.3579	41.3258	7/2/2017
1460	SR HUMAN RESOURCES ANALYST	CONF	G	684	43.5105	45.6861	47.9703	50.3690	52.8873	55.5318	7/2/2017
6501	SR OFFICE ASSISTANT-CONFIDENTIAL	CONF	G	644	28.5698	29.9983	31.4983	33.0732	34.7268	36.4630	7/2/2017
2203	SR PROGRAMMER ANALYST-CONFIDENTIAL	CONF	G	659	49.2425	51.7047	54.2900	57.0045	59.8547	62.8473	7/2/2017
6651	STAFF OFFICE ASSISTANT-CONFIDENTIAL	CONF	G	109	25.2376	26.4995	27.8244	29.2156	30.6762	32.2100	7/2/2017

**Notes**

CONF and Mgmt-CONF:

In addition to base pay, employees assigned to Confidential classifications receive a 3.5% confidential premium.

**Assignments of Grade and Pay Ranges to Pay Plan as Referenced in the Salary Resolution****CONF:**

Category G, applies to Classified Confidential Employees

Pay rates for **Categories A, B, C, G and L** consist of hourly pay rates for each available step in each classification

**City of Sunnyvale**  
**Salary Table - Regular Full-Time and Part-Time Classifications**

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
1001	ACCOUNTANT-CONFIDENTIAL	CONF	G	658	38.3628	40.2808	42.2948	44.4097	46.6301	48.9615	7/1/2018
1101	ADMINISTRATIVE AIDE-CONFIDENTIAL	CONF	G	640	34.8213	36.5625	38.3905	40.3101	42.3256	44.4419	7/1/2018
6000	ADMINISTRATIVE SECRETARY	CONF	G	105	31.2783	32.8423	34.4844	36.2085	38.0190	39.9199	7/1/2018
6410	EXECUTIVE ASSISTANT	CONF	G	166	36.5621	38.3903	40.3098	42.3253	44.4416	46.6637	7/1/2018
1450	HUMAN RESOURCES ANALYST	CONF	G	187	40.3460	42.3634	44.4816	46.7056	49.0409	51.4930	7/1/2018
1775	HUMAN RESOURCES TECHNICIAN	CONF	G	638	34.8213	36.5625	38.3905	40.3101	42.3256	44.4419	7/1/2018
2455	I.T. COORDINATOR-CONFIDENTIAL	CONF	G	685	44.1450	46.3523	48.6699	51.1034	53.6584	56.3415	7/1/2018
6100	LEGAL SECRETARY	CONF	G	137	31.3923	32.9620	34.6100	36.3405	38.1575	40.0654	7/1/2018
6210	OFFICE ASSISTANT-CONFIDENTIAL	CONF	G	676	23.3488	24.5159	25.7419	27.0290	28.3806	29.7995	7/1/2018
1060	PARALEGAL	CONF	G	637	38.3628	40.2808	42.2948	44.4097	46.6301	48.9615	7/1/2018
1015	PAYROLL SUPERVISOR	CONF	G	675	42.1989	44.3089	46.5243	48.8508	51.2931	53.8578	7/1/2018
6855	PAYROLL TECHNICIAN I	CONF	G	703	25.7424	27.0295	28.3809	29.7999	31.2897	32.8542	7/1/2018
6857	PAYROLL TECHNICIAN II	CONF	G	705	29.4561	30.9288	32.4755	34.0991	35.8040	37.5942	7/1/2018
6860	PAYROLL TECHNICIAN III	CONF	G	686	33.3841	35.0534	36.8060	38.6464	40.5785	42.6074	7/1/2018
6301	PRINCIPAL OFFICE ASSISTANT-CONFIDENTIAL	CONF	G	102	33.0274	34.6787	36.4127	38.2334	40.1451	42.1523	7/1/2018
1460	SR HUMAN RESOURCES ANALYST	CONF	G	684	44.3807	46.5998	48.9297	51.3764	53.9450	56.6424	7/1/2018
6501	SR OFFICE ASSISTANT-CONFIDENTIAL	CONF	G	644	29.1412	30.5983	32.1283	33.7347	35.4213	37.1923	7/1/2018
2203	SR PROGRAMMER ANALYST-CONFIDENTIAL	CONF	G	659	50.2274	52.7388	55.3758	58.1446	61.0518	64.1042	7/1/2018
6651	STAFF OFFICE ASSISTANT-CONFIDENTIAL	CONF	G	109	25.7424	27.0295	28.3809	29.7999	31.2897	32.8542	7/1/2018

**Notes**

CONF and Mgmt-CONF:

In addition to base pay, employees assigned to Confidential classifications receive a 3.5% confidential premium.

**Assignments of Grade and Pay Ranges to Pay Plan as Referenced in the Salary Resolution****CONF:**

Category G, applies to Classified Confidential Employees

Pay rates for **Categories A, B, C, G and L** consist of hourly pay rates for each available step in each classification

## **EXHIBIT B**

### **CITY OF SUNNYVALE SALARY RESOLUTION**

#### **Table of Contents**

1.000.	PAY PLAN SCHEDULES.
1.050.	RETROACTIVE PAYMENT. SEPARATED/RETIRED EMPLOYEES.
1.100.	MANDATED DEDUCTIONS.
3.000.	LEAVE BENEFITS.
3.010.	LEAVE AUTHORIZATION.
3.020.	LEAVE BENEFITS. TO WHOM APPLICABLE.
3.030.	LEAVE PAYMENT.
3.040.	LEAVE SUBSTITUTION.
3.100.	PAID TIME OFF LEAVE (PTO) AND PAID MEDICAL LEAVE (PML). MANAGEMENT.
<del>3.110.</del>	<del>PAID MEDICAL LEAVE (PML). CONFIDENTIAL EMPLOYEES.</del>
3.200.	BEREAVEMENT LEAVE.
3.300.	HOLIDAY LEAVE.
3.310.	FLOATING HOLIDAY LEAVE.
3.320.	SPECIAL SCHEDULE. HOLIDAY LEAVE.
3.400.	JURY LEAVE.
3.500.	MILITARY LEAVE.
3.550.	MILITARY RESERVISTS. EXTENSION OF BENEFITS AND SUPPLEMENTAL SALARY.
<del>3.600.</del>	<del>PAID MEDICAL LEAVE. NONMANAGEMENT ENTITLEMENT.</del>
<del>3.610.</del>	<del>PAID MEDICAL LEAVE. NONMANAGEMENT PROVISIONS.</del>
3.620.	PAID MEDICAL LEAVE. AUTHORIZATION.
3.625.	STATE DISABILITY INSURANCE (SDI), INCLUDING PAID FAMILY LEAVE INSURANCE (PFLI).
3.630.	LONG TERM DISABILITY.
3.640.	PAID MEDICAL LEAVE REQUIREMENT WAIVER.
3.800.	VACATION LEAVE.
3.810.	VACATION LEAVE. ACCUMULATION. USE.
3.900.	ADMINISTRATIVE LEAVE FOR MANAGEMENT.

3.910.	ADMINISTRATIVE LEAVE FOR CONFIDENTIAL EMPLOYEES.
3.950.	EMPLOYEE EMERGENCY LEAVE RELIEF FUND.
4.000.	OVERTIME PAY. WHO IS ENTITLED.
4.010.	OVERTIME AUTHORIZATION.
4.020.	OVERTIME COMPUTATION.
4.030.	OVERTIME PAY. WHEN APPLICABLE.
4.100.	COMPENSATORY TIME.
4.200	CALL-BACKPAY. OVERTIME. WHEN APPLICABLE.
4.300	CONFIDENTIAL PREMIUM PAY.
5.000.	WAGE SUPPLEMENTS.
5.010	INTERIM/ACTING PAY OR OUT-OF-CLASS PAY FOR SPECIAL ASSIGNMENT WORK. MANAGEMENT.
<u>5.015</u>	<u>OUT-OF-CLASS PAY FOR SPECIAL ASSIGNMENT WORK. CONFIDENTIAL EMPLOYEES.</u>
5.020	Y-RATING PAY.
5.100.	UNIFORMS.
5.200.	WORK EQUIPMENT.
5.210.	SAFETY GLASSES.
5.220.	SAFETY FOOTWEAR.
5.300.	TRAINING ASSISTANCE.
5.500.	HEALTH INSURANCES. ELIGIBILITY AND EFFECTIVE DATES.
5.501.	CASH-IN-LIEU. MEDICAL COVERAGE.
5.502.	CASH REIMBURSEMENT. CITY RETIREE COUNCIL MEMBERS.
5.505.	CITY CONTRIBUTION. MEDICAL INSURANCES.
5.506.	CITY CONTRIBUTION. DENTAL INSURANCE.
5.507.	CITY CONTRIBUTION. VISION INSURANCE.
5.515.	CITY CONTRIBUTION. CAFETERIA BENEFITS PLAN.
5.520.	MAXIMUM CITY CONTRIBUTION. HEALTH INSURANCE.
5.525.	EMPLOYEE CONTRIBUTION. HEALTH INSURANCE.
5.530.	PREMIUM CONVERSION.
5.540.	POST RETIREMENT MEDICAL BENEFITS.
5.550.	LIFE INSURANCE.
5.560.	DEPENDENT CARE REIMBURSEMENT ACCOUNT.



5.561. HEALTH CARE REIMBURSEMENT ACCOUNT.

5.562. COMMUTER TRANSPORTATION BENEFITS.

5.600. WORKERS' COMPENSATION BENEFITS.

5.700. RETIREMENT SYSTEMS.

5.710. CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CalPERS).

5.711. CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM. QUALIFIED EMPLOYEES.

5.715. PUBLIC AGENCY RETIREMENT SYSTEM (PARS).

5.720. TIER 1 – 3%-AT-50 SAFETY PLAN.

5.721. TIER 2 – 3%-AT-55 SAFETY PLAN.

5.722. TIER 3 – 2.7%-AT-57 SAFETY PLAN.

5.730. TIER 1 – 2.7%-AT-55 MISCELLANEOUS PLAN.

5.731. TIER 2 – 2%-AT-60 MISCELLANEOUS PLAN.

5.732. TIER 3 – 2%-AT-62 MISCELLANEOUS PLAN.

5.740. CalPERS CONTRIBUTION.

5.750. SOCIAL SECURITY. FICA PORTION.

6.000. SPECIAL PROVISIONS.

6.100. WORK SCHEDULES.

6.150. FLEX SCHEDULES. DESIGNATED CATEGORY B EMPLOYEES.

6.200. ALTERNATE SCHEDULES. MANAGEMENT EMPLOYEES.

6.300. DEFERRED COMPENSATION.

6.400. YOUTH PARTICIPATION INCENTIVES.

6.500. AUTOMOBILE ALLOWANCE.

6.600. RELOCATION ASSISTANCE.

6.700. EXECUTIVE MORTGAGE ASSISTANCE PROGRAM.

7.000. ADMINISTRATION. CLASSIFIED SERVICE AND UNCLASSIFIED MANAGEMENT.

7.100. HOURLY RATES.

7.105. SALARY RATES.

7.110. CONTROL POINTS AND SALARY RANGES. MANAGEMENT.

7.115. DIFFERENTIAL PAY. MANAGEMENT.

7.120. MERIT INCREASE. NONMANAGEMENT.

7.130. MERIT INCREASE. MANAGEMENT.

- 7.140. PROMOTION. NONMANAGEMENT.
- 7.150. PROMOTION. MANAGEMENT.
- 7.160. PROVISIONAL APPOINTMENT.
- 7.170. GRANT-FUNDED EMPLOYMENT.
- 7.180. TERM LIMITED EMPLOYMENT
- 8.000. UNCLASSIFIED SERVICE. RECREATION, CASUAL, SEASONAL, AND  
SPECIAL PROJECT. ADMINISTRATION.
- 8.100. REDUCED TIME JOB STATUS PROGRAM. CATEGORY G.
- 9.000. PAY BASIS.
- 10.000. EFFECTIVE DATE.

**CITY OF SUNNYVALE**  
**SALARY RESOLUTION**

1.000. PAY PLAN SCHEDULES. The schedule of pay for each classification in the Classified Service and in the Unclassified Service enumerated by pay categories A, B, C, G, J and L consist of hourly pay rates for each available step in each classification. The schedule of pay for Unclassified and Classified Management classifications enumerated by pay categories D, E, F, K and M consists of the annual control point for each classification.

All pay ranges and rates are contained in Exhibit "A" (posted Salary Tables) and incorporated by this reference.

Pay Plan Schedules A through M apply to employee categories as follows:

Pay Plan Category A applies to employees represented by the Communications Officers Association (COA).

Pay Plan Category B applies to employees represented by the Sunnyvale Employees Association (SEA).

Pay Plan Category C applies to employees represented by the Public Safety Officers Association (PSOA).

Pay Plan Category D applies to unrepresented **Classified Management** employees. This category represents first-line supervisors, mid-management, and staff level employees who plan and implement established City programs, budgets, and policy.

Pay Plan Category E applies to employees represented by the Sunnyvale Managers Association (SMA). This category represents first-line supervisors, mid-management, and staff level employees who plan and implement established City programs, budgets, and policy.

Pay Plan Category F applies to employees in Unclassified **Department Director** positions who report directly to the City Manager. These classes are the highest level management positions at the department level. Employees in these positions are responsible for overall direction of their respective department operations within the context of City policy.

Pay Plan Category G applies to unrepresented **Classified Confidential** employees. [Note: For purposes of wage increases/decreases, benefits and leaves, Category G employees receive the same treatment as Category B employees, except as provided in ~~wages contained in Exhibit "A" (posted Salary Tables), Section 3.110,~~ Section 3.910, Section 4.000, ~~and~~ Section 4.100, Section 4.300, and Section 5.015].

Pay Plan Category J applies to the **Unclassified** classifications listed under the **Job**

## **Training Partnership Act (JTPA).**

Pay Plan Category K applies to employees in unrepresented **Unclassified Management** classifications appointed directly by the City Attorney.

Pay Plan Category L applies to **Classified Regular Part-time** employees represented by the Service Employee International Union (SEIU).

Pay Plan Category M applies to employees represented by the Public Safety Managers Association (PSMA).

The Pay Ranges and Rates for each Subclass of a classification for which subclasses have been established shall be as set forth for the applicable classification.

The effective dates for each Pay Plan are indicated on the respective Pay Plan Schedules as set forth in Exhibit "A" (posted Salary Tables).

1.050. RETROACTIVE PAYMENT. SEPARATED/RETIRED EMPLOYEES. Retroactive salary adjustments which occur as a result of a collective bargaining settlement will be provided to those employees who are actively employed by the City at the time of the Memorandum of Understanding adoption by the City Council, and to those employees who have retired between the effective date for retroactivity and date of adoption by the City Council. Any employees who have separated or have been terminated prior to this adoption will not be eligible for any retroactive adjustments. Retroactivity will be provided for salary adjustment only. To be eligible for any other salary adjustment as a result of MOU provisions, the employee must be employed as of the established effective date of such action.

1.100. MANDATED DEDUCTIONS. Any state or federally mandated deductions are made in accordance with applicable law.

All employees hired after April 1986 shall be covered by Medicare. The employee and the City will each contribute the mandated percentage of the employee's wage toward the cost of Medicare.

Unemployment insurance is provided to employees at no cost to the employee.

3.000. LEAVE BENEFITS. The enumerated leave benefits are part of the Pay Plan or applicable Memoranda of Understanding.

3.010. LEAVE AUTHORIZATION. All leaves, with the exception of those of Category K members, must be approved in advance by the City Manager or designated Management representative under established procedure. Leaves of Category K members must be approved in advance by the City Attorney.

3.020. LEAVE BENEFITS. TO WHOM APPLICABLE. Except as otherwise provided

for herein, leave benefits are applicable to employees in Pay Plan Categories A, B, C, D, E, F, G, K, L and M.

3.030. LEAVE PAYMENT. All leave time shall be paid at the hourly straight time rate. Only one type of paid leave shall be paid at any given time and when paid shall be to the exclusion of any other paid time.

3.040. LEAVE SUBSTITUTION. No leave may be substituted for the authorized leave once the employee is on leave except as provided in the Administrative Policy; nor may any leave be authorized in addition to another leave for the same period.

3.100. PAID TIME OFF LEAVE (PTO) AND PAID MEDICAL LEAVE (PML).  
MANAGEMENT.

(a) Employees in Categories D, F and K are eligible to accrue and use Paid Time Off Leave (PTO). Such leave shall be used for vacation, medical appointment, illness or injury, family emergency, and may also be used for personal business, care of sick children or other family members, school visits, etc. Leaves not included in PTO which remain separate leaves are bereavement, jury duty, military duty, management administrative leave, workers' compensation, floating holiday, and holiday.

Except for illness, injury or emergency, all PTO shall be pre-planned and pre-approved. The minimum advance notice is 1 week. The City may at any time require written verification from a physician for a non-pre-planned absence for illness or injury, family emergency or visits to a doctor, dentist or licensed mental health practitioner.

(b) PTO begins accruing on the first day of employment and is prorated on an hourly basis for each paid hour. PTO shall not accrue during any unpaid leave, except as provided in Section 3.100(k). Time off is paid provided there is adequate PTO accrued to cover the absence. Time off in excess of PTO accruals and other available leave shall be leave without pay. As employees use PTO, the time used shall be deducted from the employee's current PTO balance.

- (c) The accrual rates are listed below:

**TABLE A**

<b>Service Period Pay Periods</b>	<b>Years</b>	<b>Hour/Pay Period</b>	<b>Accrual Rate Hours/Ye</b>
1-26.99	0 to 1	6.5	169
27-130.99	1+ to 5	7.5	195
131-260.99	5+ to 10	9.0	234
261-442.99	10+ to 17	10.5	273
443-650.99	17+ to 25	11.5	299
651+	25+	12.0	312

- (d) Eligible employees will accrue at the rates shown in Table A for the first 870 hours. After 870 hours are accrued, the employee will start accruing at the reduced rate levels of Table B.

**TABLE B**

<b>Service Period Pay Periods</b>	<b>Years</b>	<b>Hour/Pay Period</b>	<b>Accrual Rate Hours/Ye</b>
1-130.99	0 to 5	5.0	130
131-650.99	5+ to 25	6.5	169
651+	25+	8.0	208

Accruals at this level will stop at 1040 hours (maximum cap) until total accrual is reduced below 1040.

- (e) If at any time the total accrual falls below 870 hours, the accrual rate will revert to the rates in Table A.

- (f) No minimum usage per year is required. Accruals carry over from one payroll calendar year to the next.

- (g) For a newly-hired or promoted Category F employee, the City Manager may authorize an initial accrual rate higher than that provided in the above and/or an initial credit of hours. Such provision will be documented in the offer letter to the employee. For a newly-hired or promoted Category D employee, the City Manager may authorize an initial accrual rate higher than that provided in the above.

- (h) For a newly-hired or promoted Category K employee, the City Attorney may authorize an initial accrual rate higher than that provided in the above and/or an initial credit of

hours. Such provision will be documented in the offer letter to the employee.

(i) PTO and Separation/Retirement. PTO accrues and is prorated on an hourly basis for each paid hour during the last pay period of service. PTO shall be paid off to the employee on the employee's last day of work (pay included in final paycheck). The City Manager may, however, approve the utilization of available accrued PTO to extend the date of retirement, and in special circumstances, the date of separation.

(j) PTO and Paid Medical Leave. After 26 consecutive pay periods of service, the City shall provide full pay for a medically certified (same occurrence) illness or injury, beginning with work hour 121 through 90 calendar days of illness or injury. At this time, the City will require a doctor's note and medical information in accordance with current Administrative Policy provisions. No Paid Medical Leave will be provided until this requirement is satisfied.

To access the Paid Medical Leave, an employee must provide acceptable written medical documentation showing that the illness or injury is a single illness or injury, whether continuous time off has been taken or not for that illness or injury. The first 120 hours of a single illness or injury are charged to the employee's PTO bank. Hours 121 up through the maximum of calendar day 90 are eligible for coverage under the Paid Medical Leave.

After 90 calendar days of (same occurrence) illness or injury, the employee shall be eligible to apply for Long Term Disability coverage as outlined in Section 3.630. In addition, if, after having been off work for 120 hours on a same illness or injury and becoming eligible for Paid Medical Leave pay, the employee continues to be unable to return to work full-time, but is able to work partial days, the employee remains eligible for Paid Medical Leave pay for the part of the day that the employee is unable to work.

(k) PTO and Workers' Compensation. During the first 26 pay periods of service, the employee will be eligible for Workers' Compensation benefits as provided by state law. The employee, at this time, will have the option to use PTO or any other leave balance available to him/her, or keep it in his/her leave bank for future use upon his/her return.

After 26 consecutive pay periods of service, the City shall provide full pay for a medically certified work-related (same occurrence) illness or injury, beginning with workday 1 through 60 calendar days of illness or injury. After 90 calendar days of (same occurrence) work-related illness or injury, the employee shall be eligible to apply for Long Term Disability coverage as outlined in Section 3.630. Employee will accrue full seniority for the first 90 days of Workers' Compensation leave regardless of whether they use PTO or any other leave balance to supplement Workers' Compensation benefits.

(l) If an employee has no available leave hours, pay may be deducted for any hours short of 40 worked in a week. This policy is established pursuant to principles of public accountability.

(m) Employees in Categories D, F and K will have the option to cash-out up to 80 hours of PTO effective the last pay day in October of each calendar year. This cash-out will be allowed as long as the employee maintains a balance of 80 hours in his/her bank. If the employee elects this option, the minimum number of hours that may be cashed-out is 8.

~~3.110. PAID MEDICAL LEAVE (PML). CONFIDENTIAL EMPLOYEES.~~

~~(a) — Employees in Category G are eligible for Paid Medical Leave. After 26 consecutive pay periods of service, the City shall provide full pay for medically certified same illness or injury, beginning with work hour 121 through 90 calendar days of same illness or injury. At this time, the City will require a doctor's note and medical information in accordance with current Administrative Policy provisions. No Paid Medical Leave will be provided until this requirement is satisfied.~~

~~To access the Paid Medical Leave Benefit, an employee must provide acceptable written medical documentation showing that the illness or injury is a single illness or injury, whether continuous time off has been taken or not for that illness or injury. The first 120 hours of a single illness or injury are charged to the employee's PTO bank. Hours 121 up through the maximum of calendar day 90 are eligible for coverage under the Paid Medical Leave Benefit.~~

~~After 90 calendar days of Paid Medical Leave, the employee shall be eligible to apply for Long Term Disability coverage as outlined in Section 3.630. In addition, if, after having been off work for 120 hours on a same illness or injury and becoming eligible for Paid Medical Leave, the employee continues to be unable to return to work full-time, but is able to work partial days, the employee remains eligible for Paid Medical Leave for the part of the day that the employee is unable to work.~~

3.200. BEREAVEMENT LEAVE. Employees in Categories D, F and K are entitled to bereavement leave where death has occurred to an employee's spouse or registered domestic partner, father, step-father, mother, step-mother, son, daughter, brother, sister, grandparents or grandchildren, or to the father, step-father, mother, step-mother, son, daughter, brother, sister, grandparents or grandchildren of an employee's spouse or registered domestic partner. The City reserves the right to require proof of death from the employee.

Employees in Categories D, F and K shall be entitled to bereavement leave in an amount not to exceed 40 work hours per eligible incident immediately upon employment. Except as



provided herein, all bereavement leave must be used within six calendar months of the date of the eligible incident. Employees who are designated as the executor for a qualifying decedent's estate may use bereavement leave beyond the six-month limitation. Any use of bereavement leave more than six months after the eligible incident requires the approval of the Human Resources Director. The City reserves the right to require proof of death from the employee including, but not limited to: death certificates, obituaries, and funeral cards.

3.300. HOLIDAY LEAVE. Employees in Categories B, C (except those scheduled to work holidays), D, E, F, G, K and M who were on pay status both before and after each holiday shall be entitled to take leave on each of the following holidays and be paid at the straight time rate, except as provided in Section 3.320.

**CITY OBSERVED HOLIDAYS**

Independence Day	Christmas Eve	Martin Luther King, Jr. Birthday
Labor Day	Christmas Day	President's Holiday
Thanksgiving Day	New Year's Eve	Memorial Day
Day After Thanksgiving	New Year's Day	

When a City holiday falls on a Saturday the holiday will be observed on the Friday; when a holiday falls on a Sunday, the holiday will be observed on Monday; or as designated by the City Council.

3.310. FLOATING HOLIDAY LEAVE. Employees in Categories D, F and K shall be credited with 20 hours of floating holiday leave at the beginning of each payroll calendar year. Effective August 28, 2016, additional pro-rated floating holiday leave will be provided based upon additional ten (10) hours per payroll calendar year. Effective 2017 payroll calendar year, employees in Categories D, F and K shall be credited with 30 hours of floating holiday leave at the beginning of each payroll calendar year.

New employees shall be credited with a pro-rata share based upon the proportion of the payroll calendar year remaining after their date of hire. Use of floating holiday leave shall be subject to the approval of the employee's supervisor.

Employees terminating City employment shall have their allotment of floating holiday leave for that year pro-rated based upon their date of separation. Employees who have used less than their pro-rated allotment for the portion of the payroll calendar year worked shall have the balance paid to them on their final paycheck. Employees who have used more than their pro-rated allotment for the portion of the payroll calendar year worked, shall have the overage deducted from their final paycheck.

Employees in Categories D, F and K who have unused floating holiday hours at the end of

the payroll calendar year will be paid out in cash for all the unused hours.

3.320. SPECIAL SCHEDULE. HOLIDAY LEAVE. Holiday leave for employees on a Special Schedule is paid in accordance with policies set forth in the Special Schedule Agreement, applicable MOU, or in the Administrative Policy Manual as the same exists or is amended hereafter.

3.400. JURY LEAVE. An employee is entitled to jury leave subject to conditions and limitations contained in the applicable MOU, or in the Administrative Policy Manual, as the same exists or is amended hereafter.

3.500. MILITARY LEAVE. Employees assigned to active military duty are entitled to military leave in accordance with the provisions of applicable State and Federal laws and the Administrative Policy Manual as the same exists or is amended hereafter. This leave is granted on a fiscal year basis.

3.550. MILITARY RESERVISTS. EXTENSION OF BENEFITS AND SUPPLEMENTAL SALARY.

(a) A person is eligible for the benefits established in this section if he or she meets all of the following qualifications:

- (1) Is an active probationary or regular part-time or full-time employee of the City in Pay Plan Categories A, B, C, D, E, F, G, K, L or M;
- (2) Is a member of the Armed Forces, Naval Militia or National Guard;
- (3) Is called to active duty per Executive Order 13223 issued on September 14, 2001;
- (4) Returns to City employment within 60 days after the end of active duty status; and
- (5) Remains as an employee of the City for at least six months following his or her return to City employment.

Eligible employees will be required to sign an agreement with the City which details their rights and obligations with respect to these benefits and supplemental salary prior to their initial receipt of benefits beyond the mandatory 30 days of benefits otherwise provided by law. Employees who elect not to return to City service shall be required to repay the City for the cost of the supplementary salary and benefits plus interest at the 26-week T-bill rate at the time that the final supplementary compensation was provided and for the period that exceeded the mandatory 30 days of benefits otherwise provided by law.

(b) The City will continue to pay a bi-weekly check to eligible employees equal to base

salary, plus any other compensation the employee would have received had he/she been actually working. The employee then will reimburse the City the amounts paid for military service plus allowances, including Basic Allowance for Housing.

(c) Eligible employees will be required to send copies of their military pay stubs to the Department of Human Resources for purposes of reconciliation. The payments will be reconciled by the Payroll unit of the Accounting Division of the Department of Finance. If the Payroll unit has not received the copies within three weeks after the end of the month, future checks will be withheld until the information is provided.

(d) All employees who receive the benefits and supplemental salary under this section will be eligible to remain covered under their current retirement, medical, dental, employee assistance, and vision plans while Executive Order 13223 remains active or until such time as Council takes action to amend or discontinue such benefits and supplemental salary. The City will provide eligible employees, along with the supplemental salary, the amount that the City currently contributes toward the benefits plans. If the employee is currently paying a deduction toward these plans, the employee will continue to make those payments.

~~3.600. PAID MEDICAL LEAVE. NONMANAGEMENT ENTITLEMENT. Employees in Category B qualify for Paid Medical Leave (PML) after completion of twenty-six (26) consecutive pay periods from the date of original appointment; provided, however, that employees may be authorized up to 40 hours of interim PML from the date of employment for the first 26 pay periods; provided, however, that at the conclusion of the 26<sup>th</sup> pay period the interim PML shall terminate, including any unused amount. The total allowable paid interim PML leave for employees in Category B for work-related and non-work-related illness or injury combined is 40 hours.~~

~~3.610. PAID MEDICAL LEAVE. NONMANAGEMENT PROVISIONS. For employees in Category B upon completion of the 26<sup>th</sup> consecutive pay periods of service; the City shall provide regular salary for Paid Medical Leave (PML), less any coverage provided by any other insurance program for the first 90 calendar days of illness or injury.~~

3.620. PAID MEDICAL LEAVE. AUTHORIZATION. Paid Medical leave may be authorized by Management staff in accordance with procedures set forth in the applicable MOU or Administrative Policy Manual as the same now exists or is hereafter amended.

3.625. STATE DISABILITY INSURANCE (SDI), INCLUDING PAID FAMILY LEAVE INSURANCE (PFLI). Category L employees are eligible for SDI benefits in accordance with the applicable MOU. Benefits are provided due to non-work related disability. The cost is

paid by employee. SDI includes Paid Family Leave Insurance. These programs are administered by the State of California.

3.630. LONG TERM DISABILITY. For employees in Categories A, B, D, E, G, K and M, the City shall provide, after completion of 26 consecutive pay periods of service, income protection insurance which will take effect after 90 calendar days from the original date of disability and which, subject to standard policy provisions, exclusions and limitations, will pay 67% of the employee's annual base salary while the employee is disabled and unable to work. For employees in Category F, income protection insurance is provided as of the first of the month after date of hire. Eligibility and procedural limitations are set forth in the Administrative Policy Manual and the current Long Term Disability contract as the same now exists or is hereafter amended.

3.640. PAID MEDICAL LEAVE REQUIREMENT WAIVER. For employees in Categories D, E, F, K and M, the requirement of 26 pay periods of service for eligibility for City-provided Paid Medical Leave, i.e., full pay for a medically certified (same occurrence) illness/injury beginning with work hour 121 through 90 calendar days for Categories D, F and K; work hour 101 through 90 calendar days for Category E; and work hour 121 through 90 calendar days for Category E effective July 1, 2017, may be waived by the City Manager in the case of catastrophic and/or life-threatening illness/injury.

3.800. VACATION LEAVE. Casual / Temporary employees hired prior to August 30, 1992 with 2,500 hours of City employment which is continuous or separated by no more than 26 pay periods of service are entitled to .1 hour of vacation leave for each hour of work. Casual/Temporary employees hired after August 30, 1992 are not entitled to vacation leave accrual.

3.810. VACATION LEAVE. ACCUMULATION. USE. For Casual / Temporary employees hired prior to August 30, 1992, vacation leave may be accumulated up to 50 hours. Accumulated leave time unused at the end of the payroll calendar year will be paid at the employee's current pay rate on one of the last paychecks of the payroll calendar year. Casual/Temporary employees who have accumulated 50 hours of vacation leave at any time shall not accrue additional vacation leave or be compensated for any unused vacation leave in excess of 50 hours.

Accrued vacation leave for all categories of employees shall be paid off to the employee on the employee's last day of work and will be included in the employee's final paycheck. The City Manager may, however, approve the utilization of available accrued vacation to extend the date of

retirement, and in special circumstances, the date of separation.

3.900. ADMINISTRATIVE LEAVE FOR MANAGEMENT. Employees in Categories D and K shall be credited with 50 hours of Administrative Leave at the beginning of the first pay period of the payroll calendar year. Employees in Category F shall be credited with 70 hours. All employee categories must complete 6 months of employment to meet eligibility. Use of Administrative Leave for Category F is subject to the City Manager's approval, Categories D to Department Director's approval and to the additional provisions in the Administrative Policy. Provisionally appointed managers not previously holding a regular management position are ineligible for Administrative Leave.

3.910. ADMINISTRATIVE LEAVE FOR CONFIDENTIAL EMPLOYEES. Employees in Category G designated as FLSA exempt as provided in Section 4.000 shall be credited with 40 hours of Administrative Leave at the beginning of the first pay period of the payroll calendar year. All employees must complete 6 months of employment to meet eligibility. Use of Administrative Leave is subject to the employee's manager approval and to the additional provisions in the Administrative Policy.

3.950. EMPLOYEE EMERGENCY LEAVE RELIEF FUND. The Employee Emergency Leave Relief Fund is a program that allows any City employee who has leave hours accrued, the opportunity to donate a portion of his/her accrued leave to benefit another employee needing paid emergency leave. To benefit from this fund, the receiving employee must be eligible to accrue City paid leave time, must have used all available accrued leave and must have a personal emergency that requires the employee to be on leave from work responsibilities to attend to the emergency. The employee, or a member of the family or a friend, must request in writing to the City Manager that this Employee Relief Fund be enacted. The City Manager will have administrative authority to accept or reject the request. The City Manager will also have the administrative authority in defining all procedures to be followed in setting up and utilizing this fund.

4.000. OVERTIME PAY. WHO IS ENTITLED. All employees of the City shall be entitled to overtime pay, except those in Management positions in Categories D, E, F, K and M, and the following classifications in Category G, which are hereby designated as exempt from the provisions of the Fair Labor Standards Act (FLSA).

**Category G Classifications:**

Job Code	Classification
----------	----------------

1001	Accountant-Confidential
1450	Human Resources Analyst
1015	Payroll Supervisor
1460	Sr. Human Resources Analyst
2203	Sr. Programmer Analyst-Confidential

4.010. OVERTIME AUTHORIZATION. All overtime must be approved in advance by the City Manager or designated Management representative under established procedure.

4.020. OVERTIME COMPUTATION. Overtime, when applicable, shall be paid at the rate of 1½ times the straight-time rate, except as otherwise provided for in an applicable MOU or herein.

4.030. OVERTIME PAY. WHEN APPLICABLE. Casual/Temporary employees and regular part-time employees in Category L shall be entitled to overtime pay in accordance with the Fair Labor Standards Act (FLSA). Casual / Temporary employees who meet the FLSA exempt requirements are designated as such.

Employees assigned to a special schedule shall be entitled to overtime only for hours worked in excess of 40 hours in a work week as defined in the applicable MOU and Administrative Policy Manual, or as provided in the written special schedule agreement. See also Section 6.150 regarding flex time for designated Category B employees.

4.100. COMPENSATORY TIME. Employees in Category G shall have the same accumulation and use options as employees in Category B. Employees in Category G designated as FLSA exempt as provided in Section 4.000 are not eligible for compensatory time.

4.200. CALL-BACK PAY. OVERTIME. WHEN APPLICABLE. For full-time employees, the call-back provisions apply when an employee has gone off duty and left the job site. Overtime pay for call-back duty shall not continue into the next work schedule nor shall it be counted toward fulfillment of a work period.

4.300. CONFIDENTIAL PREMIUM PAY. The City shall provide a 3.5% premium on all paid hours for employees in Category D, G, and K.

5.000. WAGE SUPPLEMENTS. Wage supplements shall consist of payments to the employee outside the standard pay schedule for paid work time, and which are paid by the City either in part or in total as provided for herein or in applicable Memoranda of Understanding.

5.010. INTERIM/ACTING PAY OR OUT-OF-CLASS PAY FOR SPECIAL ASSIGNMENT WORK. MANAGEMENT.

(a) Interim/Acting Pay. Employees who are appointed by the City Manager in an

acting/interim status to a vacant position in Pay Plan Categories D and F may receive placement within the control point of the vacant position; or a percentage over his/her current pay as designated by the City Manager.

(b) Out-of-Class Pay for Special Assignment Work. For employees in Pay Plan Categories D and F, the City Manager or designee may authorize a temporary pay adjustment for an employee given a specific temporary assignment clearly beyond the scope of the regular job description as determined by the Director of Human Resources or designee. Such assignment is to be made only as necessary to meet the business needs of the department. A request for such an assignment must be made to the City Manager or designee, in writing, from the Department Director prior to commencement of the assignment. Work in such assignment shall be at a minimum of two (2) consecutive weeks, and up to a maximum of one (1) year.

The request for special assignment shall describe the assignment, justify why it is to be performed by the designated employee, and give a specific duration for completion of the assignment with start and end date. Special assignment pay is five percent (5%) above the employee's normal pay rate. The special assignment and related compensation may be revoked at any time at the discretion of the Department Director, or the City Manager or designee.

Special assignment pay shall be based on the full period of actual hours worked during the assignment and received for the full period of time in which the employee works in the assignment, provided that such special assignment and related compensation has been authorized in advance by the Department Director, has been approved by the City Manager or designee, and has been processed by the Human Resources Department. Special assignment pay shall not be made retroactively. Special assignment pay shall not be paid for Paid Time Off, Holidays, Paid Medical Leave or any other leave during the special assignment; nor shall such leave days be considered a break in the special assignment.

The special assignment pay shall be discontinued on the date originally identified for completion of the assignment, unless an extension of specific duration is approved by the City Manager or designee prior to the end of the original assignment end date. Extension may be granted for up to an additional one (1) year for the same assignment.

5.015. OUT-OF-CLASS PAY FOR SPECIAL ASSIGNMENT WORK.  
CONFIDENTIAL EMPLOYEES.

For employees in Pay Plan Category G, the City Manager or designee may authorize a temporary pay adjustment for an employee given a specific temporary assignment clearly beyond the scope of the regular job description as determined by the Director of Human Resources or

designee. Such assignment is to be made only as necessary to meet the business needs of the department. A request for such an assignment must be made to the City Manager or designee, in writing, from the Department Director prior to commencement of the assignment. Work in such assignment shall be at a minimum of two (2) consecutive weeks, and up to a maximum of one (1) year.

The request for special assignment shall describe the assignment, justify why it is to be performed by the designated employee, and give a specific duration for completion of the assignment with start and end date. Special assignment pay is five percent (5%) above the employee's normal pay rate. The special assignment and related compensation may be revoked at any time at the discretion of the Department Director, or the City Manager or designee.

Special assignment pay shall be based on the full period of actual hours worked during the assignment and received for the full period of time in which the employee works in the assignment, provided that such special assignment and related compensation has been authorized in advance by the Department Director, has been approved by the City Manager or designee, and has been processed by the Human Resources Department. Special assignment pay shall not be made retroactively. Special assignment pay shall not be paid for Paid Time Off, Holidays, Paid Medical Leave or any other leave during the special assignment; nor shall such leave days be considered a break in the special assignment.

The special assignment pay shall be discontinued on the date originally identified for completion of the assignment, unless an extension of specific duration is approved by the City Manager or designee prior to the end of the original assignment end date. Extension may be granted for up to an additional one (1) year for the same assignment.

5.020. Y-RATING PAY. Y-rating may be authorized by the City Manager or his/her designee when an employee is allocated to a classification with a lower salary range. If the current salary of the employee is more than the maximum of the revised allocated classification, the employee may be Y-rated and he/she will continue to receive the former rate of pay until the maximum salary of the new classification is raised to an amount higher than the rate of pay received in the former classification.

5.100. UNIFORMS. The City shall provide uniforms for Category B employees assigned to meter reading, public facility maintenance, public safety records, and others as designated by the City Manager.

5.200. WORK EQUIPMENT. The City shall provide mattresses, sheets, pillows, pillow cases and blankets at the fire stations and safety gear in all departments as required by law.



5.210. SAFETY GLASSES. The City shall provide employees in Categories A, B, C, D, E and L prescription safety glasses, provided (a) that safety glasses are required on the job; (b) the employee provides the prescription at no cost to the City; and (c) the glasses are provided by an optical firm approved by the City.

5.220. SAFETY FOOTWEAR. Employees ~~in Category L in classifications required by the City to wear safety footwear~~ shall be eligible to receive an annual allowance in accordance with the provisions of the applicable MOU. ~~Employees hired after the start of the fiscal year shall be eligible for a pro-rated allowance.~~

The Human Resources Risk Manager may authorize additional classifications to receive the safety footwear allowance if it is determined that safety footwear is required for the work being performed.

5.300. TRAINING ASSISTANCE. The City shall reimburse employees in Categories A, B, C, D, E, F, G, K, L, those in the Public Safety Cadet program, and employees in the classification of Crime Prevention Assistant for all or part of the cost of tuition and books for courses approved in advance by the City, provided the course is completed successfully and documentation of costs and certificates of completion are presented according to Administrative Policy or applicable MOU. The amount of reimbursement based on relatedness to the employee's present position may be taxable in accordance with state and federal law.

5.500. HEALTH INSURANCE. ELIGIBILITY AND EFFECTIVE DATES.

(a) Medical. Participation in the medical insurance plan is available to employees in all full-time and regular part-time Categories and to members of the City Council at the time of appointment in accordance with the provisions of the plan selected, with the effective date the first day of the month following enrollment.

(b) Dental. Employees in Categories B, D, E, F, G, K, L, M and members of the City Council are eligible for dental coverage at the time of appointment, with an effective date of the first day of the month following enrollment. ~~Employees in Categories B and L shall become eligible for dental coverage, in accordance with the provisions of the plan selected, upon completion of 13 pay periods of service with the effective date on the first of the month following enrollment.~~ For employees in Category C, the Public Safety Officers Association shall contract with a dental provider and make dental insurance available to represented employees in accordance with the provisions of the respective MOU. Effective January 1, 2010, employees and members of the City Council may elect to enroll in an enhanced "voluntary buy-up" dental plan. The cost of the voluntary buy-up plan is solely funded by employee / City Council member

contributions.

(c) Vision. Employees in all full-time and regular part-time Categories and members of the City Council are eligible for vision coverage at the time of appointment, with an effective date of the first day of the month following enrollment. Effective January 1, 2010, employees and members of the City Council may elect to enroll in an enhanced “voluntary buy-up” vision plan. The cost of the voluntary buy-up plan is solely funded by employee/City Council member contributions.

(d) Employee Assistance Plan (EAP). Employees in all full-time and regular part-time Categories are covered by the employee assistance program at the time of appointment in accordance with the provisions of the plan.

**5.501. CASH IN-LIEU. MEDICAL COVERAGE.**

(a) Employees in Categories D, F, K and members of the City Council have the option of waiving their medical coverage and receiving payment of a portion of the City contribution. However, if the employee is currently a dependent of a City employee and covered by a CalPERS Health Plan, the employee is not eligible for reimbursement.

Payment shall be made on the following schedule:

<b>Type of Coverage Waiving</b>	<b>Per Pay Period Payment</b>
Employee only coverage	\$38.00
Employee +1 coverage	\$76.00
Employee + family coverage	\$98.50

Whenever an employee changes to no coverage, the employee shall provide proof of alternate coverage and sign a waiver stating that he or she does have alternative coverage and that he or she understands that he or she will no longer receive coverage through a City-sponsored CalPERS provided medical plan.

If an employee decides to reenter a City sponsored CalPERS provided medical plan or reenter with dependent(s), he or she may enroll in accordance with CalPERS procedures.

Employees receiving cash in-lieu payments must provide documentation to verify their dependents' eligibility.

**5.502. CASH REIMBURSEMENT. CITY RETIREE COUNCIL MEMBERS.**

Members of the City Council who are City retirees and are enrolled in the CalPERS medical program as a retiree, are eligible to receive a reimbursement equal to the difference of the current City contribution to medical insurance included under Section 5.505 and the current cost of the CalPERS medical premium.

In addition, if Members of the City Council who are City retirees and have an alternative dental plan, and they waive City coverage, the City will reimburse the cost of dental insurance up to the amount specified under Section 5.506 (f).

5.505. CITY CONTRIBUTION. MEDICAL INSURANCE. Effective January 1, ~~2016~~2017, the City will contribute the following amounts toward the cost of premiums for medical insurance under the Public Employees Medical and Hospital Care Act (PEMHCA) for each employee in the respective categories listed below, and his or her eligible dependents, and for each annuitant in CalPERS formerly in the respective categories listed below and his or her eligible dependents:

- (a) Category A. The cost of the premium or \$472.98 per month, whichever is less.
- (b) Categories B and G. The cost of the premium or \$795.87 per month, whichever is less.
- (c) Category C. The cost of the premium or \$467.46 per month, whichever is less.
- (d) Category L. The cost of the premium or \$437.75 per month, whichever is less.
- (e) Categories D, E, F, K and M. The cost of the premium or \$795.87 per month, whichever is less. Effective January 1<sup>st</sup> each year, the City's contribution will be the lesser of the cost of the premium or the lowest cost HMO premium for single coverage available through the CalPERS Bay Area regional medical plans. Additionally, the City's contribution shall be no less than the highest City contribution for any of the employee represented units; including COA, PSOA, SEA and SEIU.

(f) Members of the City Council. The City's contribution will be the lesser of the cost of the premium or the minimum monthly contribution pursuant to Government Code Section 22892 of the Public Employees Medical and Hospital Care Act (PEMHCA). For calendar year 2016, the amount is \$125.00, and for calendar year 2017, the amount is \$128.00.

5.506. CITY CONTRIBUTION. DENTAL INSURANCE.

- (a) Category A. The City's contribution is up to a maximum of \$140.55 per month, pursuant to the provisions of the COA MOU.
- (b) Category B and G. The City's contribution is included under Section 5.515 (b) below.
- (c) Category C. The City's contribution is subject to the provisions of the PSOA MOU.
- (d) Category L. The City's contribution is included under Section 5.515 (d) below.
- (e) Categories D, E, F, K and M. The City will contribute the premium for employee only, employee plus one dependent, or employee plus family coverage.

(f) Members of the City Council. The City will contribute the premium for council member only coverage. Dependent coverage is available at the council member's cost.

5.507. CITY CONTRIBUTION. VISION INSURANCE.

(a) Category A. The City's contribution is included under Section 5.515 (a) below.

(b) Category B and G. The City will contribute the premium for employee only or employee plus one dependent coverage.

(c) Category C. The City's contribution is included under Section 5.515 (c) below.

(d) Category L. The City's contribution is included under Section 5.515 (d) below will contribute the premium for employee only or employee plus one dependent coverage.

(e) Categories D, E, F, K and M. The City will contribute the premium for employee only, employee plus one dependent, or employee plus family coverage.

(f) Members of the City Council. The City will contribute the premium for council member only coverage. Dependent coverage is available at the council member's cost.

5.515. CITY CONTRIBUTION. CAFETERIA BENEFITS PLAN.

(a) Category A. Effective September 27, 2015, the City will contribute \$142.02 per month, the difference between \$615.00 and the amount stated in 5.505 (a) above. Effective calendar year 2016, the City will contribute \$242.02 per month, the difference between \$715.00 and the amount stated in 5.505 (a) above. Effective calendar year 2017, the City will contribute \$342.02 per month, the difference between \$815.00 and the amount stated in 5.505 (a) above.

(b) Category B and G. The City's contribution is subject to the provisions of the SEA MOU will contribute a maximum of \$588.69 per month toward a Cafeteria Benefits Plan for employees and dependent medical coverage and a minimum of \$196.21 per month for employees with employee only medical coverage.

(c) Category C. The City will contribute \$47.54 per month, the difference between \$515.00 per month and the amount stated in 5.505 (c) above.

(d) Category L. The City's contribution is subject to the provisions of the SEIU MOU The amount the City contributes towards the Cafeteria Benefits Plan shall be made based on the number of hours in paid status as provided in the SEIU MOU.

(e) Categories D, E, F, K and M. The City will contribute to a Cafeteria Benefits Plan for the cost of medical premiums only. The City's Cafeteria Benefits Plan contribution will be capped at the cost of the premium of the highest priced plan between the CalPERS Bay Area regional HMO plans or the PERS Choice PPO plan, effective January 1 each year, less the City Contribution as stated in Section 5.505 (e) above, and shall be based upon the plan level in which

the employee is enrolled (i.e., employee only, employee plus one dependent, or employee plus family).

(f) Members of the City Council. The City will contribute to a Cafeteria Benefits Plan for the cost of medical premiums only. The City's Cafeteria Benefits Plan contribution will be capped at the cost of the premium of the highest priced plan between the CalPERS Bay Area regional HMO plans or the PERS Choice PPO plan, effective January 1 each year, less the City Contribution as stated in Section 5.505 (f) above, and shall be based upon the plan level in which the council member is enrolled (i.e., council member only, council member plus one dependent or council member plus family).

5.520. MAXIMUM CITY CONTRIBUTION. HEALTH INSURANCE.

(a) Category A. Including the amounts specified in Sections 5.505 (a) and 5.515 (a), the City's maximum contribution is \$615.00 per month (\$283.85 per pay period) effective September 27, 2015, \$715 per month (\$330.00 per pay period) effective calendar year 2016, and \$815 per month (\$376.15 per pay period) effective calendar year 2017. The City's maximum contribution is payable towards the employee assistance program insurance, employee and dependent medical insurance, employee and dependent vision insurance, optional life insurance or any combination thereof.

(b) Category B and G. ~~Including the amounts specified in Sections 5.505(b) and 5.515(b) the City's maximum monthly contribution is \$1154.29 (\$532.75 per pay period). For employees with employee only medical coverage, the City's maximum monthly contribution is \$761.81 (\$351.60 per pay period). The City's health insurance contribution is payable towards the cost of employee and dependent medical insurance, employee and dependent dental insurance, family coverage vision insurance, optional life / AD&D insurance or any combination thereof. In addition to the amounts contributed by the City as specified in Sections 5.505 (b) and 5.515 (b),~~ the City pays the full premium for the employee assistance program.

(c) Category C. Including the amounts specified in Sections 5.505 (c) and 5.5150 (c), the City's maximum contribution is \$515.00 per month (\$237.69 per pay period) towards the employee assistance program insurance, employee and dependent medical insurance, employee and dependent vision insurance, optional life insurance or any combination thereof.

(d) Category L. ~~Including the amounts specified in Sections 5.505 (d) and 5.515 (d), the City's maximum contribution is up to \$923.42 per month (\$426.19 per pay period) towards employee and dependent medical insurance, employee and dependent dental insurance, family coverage vision insurance, or any combination thereof. The actual City maximum is pro-rated~~

~~based on the number of hours in paid status as provided in the SEIU MOU.~~ In addition to the amounts contributed by the City as specified in Sections 5.505 (d) and 5.515 (d), the City pays the full premium for the employee assistance program.

(e) Categories D, E, F, K and M. In addition to the amounts contributed by the City as specified in Sections 5.505 (e) and 5.515 (e), the City pays the full premium for the employee assistance program.

(f) Members of the City Council. For calendar year 2010, the maximum monthly City contribution, as described in Sections 5.505 (f), 5.506 (f), 5.507 (f) and 5.515(f), ranges from \$630.55 to \$1554.28. The actual amount is based upon the plan level in which the council member is enrolled in medical coverage (e.g.; council member only, council member plus one dependent or council member plus family).

5.525. EMPLOYEE CONTRIBUTION. HEALTH INSURANCE. To the extent that any full or part-time employee or member of the City Council elects health insurance coverage that exceeds the amount stated in Section 5.520, the employee/member of the City Council shall pay the difference.

5.530. PREMIUM CONVERSION. If applicable, pursuant to IRS Code §125, regular full-time and regular part-time employees shall pay their contribution toward health insurance on a pre-tax basis, unless the employee chooses to pay on a post-tax basis and notifies the Department of Human Resources of this request in writing.

5.540. POST RETIREMENT MEDICAL BENEFITS.

(a) Categories D, E, F, K and M. Employees who retire from City service under the provisions of the City's contract with CalPERS (minimum of age 50 and 5 years of service) are eligible for post-retirement medical benefits as stated below:

(a.1) Group A – Retirement date prior to January 1, 2008.

The City shall contribute an amount equal to that which is stated in Section 5.505 (e) for the cost of retiree medical premiums. Additionally, the City's Retiree Health Reimbursement Program will provide the retiree a monthly reimbursement amount equal to the difference between the City Contribution, as stated in Section 5.505 (e) and the retiree's premium for his/her selected medical plan.

(a.2) Group B – Retirement date on or after January 1, 2008 with an appointment date prior to July 1, 2007.

The City shall contribute an amount equal to that which is stated in Section 5.505 (e) for the cost of retiree medical premiums. Additionally, the City's Retiree Health

Reimbursement Program will provide the retiree a monthly reimbursement amount equal to the difference between the City Contribution, as stated in Section 5.505 (e) and the retiree's premium for his/her selected medical plan, subject to a cap based on the cost of the premium of the highest price plan between the CalPERS Bay Area regional HMO plans or the PERS Choice PPO plan effective January 1<sup>st</sup> of each year.

(a.3) Group C – Retirement date on or after January 1, 2008 with an appointment date on or after July 1, 2007.

The City shall contribute an amount equal to that which is stated in Section 5.505 (e) for the cost of retiree medical premiums. Additionally, the City's Retiree Health Reimbursement Program (RHR) will provide the retiree a monthly reimbursement amount equal to the difference between the City Contribution, as stated in Section 5.505 (e) and the retiree's premium for his/her selected medical plan, subject to the cap indicated in (a.3) above and according to the following vesting schedule:

#### **Vesting Schedule**

<b>City of Sunnyvale Management Years of Service</b>	<b>% of RHR paid to Retiree</b>
<b>5</b>	<b>50%</b>
<b>6</b>	<b>55%</b>
<b>7</b>	<b>60%</b>
<b>8</b>	<b>65%</b>
<b>9</b>	<b>70%</b>
<b>10</b>	<b>75%</b>
<b>11</b>	<b>80%</b>
<b>12</b>	<b>85%</b>
<b>13</b>	<b>90%</b>
<b>14</b>	<b>95%</b>
<b>15+</b>	<b>100%</b>
<b>Combined Years of Service: Minimum 15 years City of Sunnyvale service, 5 years of which must be City of Sunnyvale management service</b>	<b>100%</b>

5.550. LIFE INSURANCE. The City shall provide life insurance equal to one times annual

base salary for employees in Categories D, F and K, up to a maximum coverage of \$175,000. In addition, the employee has the option of buying additional insurance of one times his/her annual base salary up to the maximum allowable coverage. Coverage is subject to the terms and conditions of the insurance policy and to current tax law provisions.

5.560. DEPENDENT CARE REIMBURSEMENT ACCOUNT. Employees in Categories ~~B~~, D, F, ~~G~~, and ~~K~~ and ~~L~~ are provided with an option to pay for dependent care expenses on a pre-tax basis, as provided in the Internal Revenue Code.

5.561. HEALTH CARE REIMBURSEMENT ACCOUNT. Employees in Categories A, ~~B~~, D, F, ~~G~~, and ~~K~~ and ~~L~~ are provided with an option to pay for health care expenses on a pre-tax basis, as provided in the Internal Revenue Code.

5.562. COMMUTER TRANSPORTATION BENEFITS. The City shall provide a plan in accordance with the Internal Revenue Code Section 132(f) that provides an option for employees to pay for qualified work-related transportation expenses for mass transit, van pools, and parking on a pre-tax basis. The monthly election limit is regulated by the IRS.

5.600. WORKERS' COMPENSATION BENEFITS. The City self-insures for Workers' Compensation benefits. Workers' Compensation benefits will be provided as required by law. Employees who are injured on the job are to comply with the legal requirements governing the use of Workers' Compensation benefits. Employees in Categories ~~B~~, D, F, ~~G~~ and K, who are eligible for temporary disability payments under Workers' Compensation law, shall receive salary continuation from the City's disability program for the first 60 calendar days of temporary disability. Pursuant to current tax laws, a portion of salary continuation, in lieu of temporary disability payments, is exempt from federal and state withholding taxes. The amount of tax-free salary continuation is up to 2/3 of an employee's average wage, subject to minimums and maximums set by state law. Employees who remain temporarily totally disabled after 90 calendar days shall receive temporary disability payments directly from the City's Workers' Compensation third party administrator.

5.700. RETIREMENT SYSTEMS. The City shall provide a retirement system to eligible employees and to members of the City Council who elect to join the California Public Employees' Retirement System, in accordance with the provisions of the City Charter, and as specifically described herein.

5.710. CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CalPERS). The City shall contract with the State of California Public Employees' Retirement System (CalPERS) for retirement plans for qualified Safety and Miscellaneous employees. Both plans



shall include the 1959 Survivor Benefits. Miscellaneous and Safety employees, and members of the City Council who have elected CalPERS membership, receive the 1959 Survivor Benefit at the increased benefit level (Third Level). Miscellaneous and Safety employees are eligible for the optional Military Buy-Back benefit (Military Service Credit as Public Service).

5.711. CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM. QUALIFIED EMPLOYEES. Qualified employees are those in Categories A, B, C, D, E, F, G, K, L, M and those employees in any other Category who are required by CalPERS to be covered. In addition, members of the City Council are qualified to participate in the California Public Employees Retirement System and may elect optional membership in CalPERS.

5.715. PUBLIC AGENCY RETIREMENT SYSTEM (PARS). In appropriate situations for employees hired on or after July 1, 1996, who retire in good standing, City agrees to provide a supplemental retirement benefit through the Public Agency Retirement System (PARS) so that the employee's retirement benefit equals what the employee would have received from CalPERS had the employee been hired by the City prior to July 1, 1996 as outlined in the CalPERS Circular Letter No. 200-002 (circular letter available in the Department of Human Resources).

5.720. TIER 1 – 3%-AT-50 SAFETY PLAN. The City shall provide qualified Safety employees with the basic "3%-at-50" plan with the one-half continuance option under the California Public Employees' Retirement System (CalPERS). Final compensation shall be calculated using the single highest year model.

5.721. TIER 2 – 3%-AT-55 SAFETY PLAN. The City shall provide qualified Safety employees with the basic "3%-at-55" plan with the one-half continuance option under the California Public Employees' Retirement System (CalPERS). This benefit will apply to Safety employees hired after February 19, 2012. Final compensation shall be calculated using the single highest year model.

5.722. TIER 3 – 2.7%-AT-57 SAFETY PLAN. The City shall provide qualified safety employees hired beginning January 1, 2013 who are not current CalPERS members or who are not members of a reciprocal retirement system as defined by CalPERS the safety 2.7% at age 57 retirement formula with the one-half continuance option under CalPERS. Final compensation shall be calculated using the average of the three highest years model.

5.730. TIER 1 – 2.7%-AT-55 MISCELLANEOUS PLAN. The City shall provide qualified Miscellaneous employees and members of the City Council with the "2.7%-at-55" plan under the California Public Employees' Retirement System (CalPERS). Final compensation shall be calculated using the single highest year model.

5.731. TIER 2 – 2%-AT-60 MISCELLANEOUS PLAN. The City shall provide qualified Miscellaneous employees and members of the City Council hired/appointed beginning in the last full pay period in December 2012 the Local Miscellaneous 2.0% at age 60 retirement formula. Final compensation shall be calculated using the single highest year model. Employees hired on or after January 1, 2013 who are current CalPERS members or who are members of a reciprocal retirement system, as defined by CalPERS shall also receive the 2% at 60 retirement plan.

5.732. TIER 3 – 2%-AT-62 MISCELLANEOUS PLAN. The City shall provide qualified Miscellaneous employees and members of the City Council hired/appointed beginning January 1, 2013 who are not current CalPERS members or who are not members of a reciprocal retirement system as defined by CalPERS the Local Miscellaneous 2.0% at age 62 retirement formula. Final compensation shall be calculated using the average of the three highest years model.

5.740. CalPERS CONTRIBUTION.

(a) Effective July 17, 2016, employees in categories D, F (except for the Director of Public Safety), and K who are also in Tier 1, shall be responsible for contributing 4% of the member contribution, and the City shall contribute 4%; such payment shall be made pursuant to IRC Section 414(h)(2). The City will report the value of the Employer Paid Member Contribution (EPMC) of 4% as additional compensation.

(b) Effective July 17, 2016, employees in categories D, F and K in Tier 2 shall be responsible for contributing 3% of the member contribution, and the City shall contribute 4%; such payment shall be made pursuant to IRC Section 414(h)(2). The City will report the value of the Employer Paid Member Contribution (EPMC) of 4% as additional compensation.

(c) Employees in categories D, F and K in Tier 3 shall be responsible for paying 50% of the normal cost toward their retirement.

(d) Effective July 17, 2016, the Director of Public Safety shall be responsible for paying 3% of the member contribution, and the City shall contribute 6%; such payment shall be made pursuant to IRC Section 414(h)(2). In addition, the City shall continue to pay to CalPERS a total of 2.25% of the employee's salary to fund the cost of the single highest year retirement benefit. The City will report the value of the Employer Paid Member Contribution (EPMC) of 6% as additional compensation.

(e) For employees in other Categories who are required by the CalPERS to be covered, such as City Council members who elect to enroll in CalPERS and eligible casual employees, the employee shall be responsible for the full normal member contribution to CalPERS.

5.750. SOCIAL SECURITY. FICA PORTION. All employees not covered by CalPERS shall be covered by Social Security/FICA. The employee and the City will each contribute the mandated percentage of the employee's wages toward the cost of Social Security/FICA. No Social Security/FICA will be withheld for retired CalPERS members who return to work as a temporary employee.

6.000. SPECIAL PROVISIONS. Those provisions which are in a non-pay category, but which confer a benefit on an employee, are provided in accordance with the provisions in the Administrative Policy Manual.

6.100. WORK SCHEDULES. Employees in the Civil Service are to work in accordance with the schedules, shifts, tours of duty and work periods or cycles established by their respective departments in accordance with the provisions of the applicable MOU or the Administrative Policy Manual as the same now exists or is hereafter amended.

6.150. FLEX SCHEDULES. DESIGNATED CATEGORY B EMPLOYEES. Category B employees, designated under the terms of the applicable MOU as exempt under the Fair Labor Standards Act, may have their work schedules adjusted, at the discretion of their managers, in order to minimize the cost of overtime pay. Such adjustments shall be made in accordance with the provisions of the applicable MOU.

6.200. ALTERNATE SCHEDULES. MANAGEMENT EMPLOYEES. Alternate schedules for individual employees in Categories D, E, F, and K may be authorized by the City Manager and the City Attorney in accordance with the Administrative Policy Manual.

6.300. DEFERRED COMPENSATION. Employees in Categories A, B, C, D, E, F, G, K and L and members of the City Council shall be entitled to participate in a 457 deferred compensation plan approved by the City. For employees in Categories D, E, F and K, a 401 (a) plan is available and procedures for contribution to such plan will be established by the City. With respect to any employee in Categories D, F and K who enrolls in any of the two deferred compensation plans (457 or 401 (a)), the City shall contribute to such plan on behalf of the employee an amount equal to 2% of the employee's gross pay per pay period. Such employees shall not be entitled to receive any or all of such payment except as payment into a deferred compensation account.

6.400. YOUTH PARTICIPATION INCENTIVES. Incentive Payments may be made in accordance with 29 USC § 2854, to provide incentives for recognition and achievements of the participants in the youth activities through the Department of Employment Development.

6.500. AUTOMOBILE ALLOWANCE. Any Management employee authorized and

assigned exclusive use of a City vehicle on a 24-hour basis may, at the option of the employee, receive a car allowance, payable monthly, in lieu of the assignment and authorization to use such City vehicle. Such car allowance is only available while the employee is actively at work (i.e., not absent from work for more than one month, irrespective of reason). When not actively at work, the automobile allowance will cease the first of the month following the last date the employee is actively at work. A Management employee in Category D, E and M who is not assigned exclusive use of a City vehicle and who ordinarily does not have access to pool vehicles at his or her work site and who averages 300 or more miles per month of City business travel in his or her own personal vehicle, excluding normal travel to and from work, shall be eligible for a car allowance. This option shall not be available in the event the City Manager or the employee's Department Director determines that the vehicle assigned is a special purpose vehicle or a vehicle especially equipped so that it cannot be adequately replaced by the employee's private vehicle. Effective July 1, 2007, the monthly vehicle allowance for Department Directors will be \$450.00 and for designated management employees \$310.00. The City Manager may authorize a change in this allowance in accordance with the change in the IRS standard mileage rate.

6.600. RELOCATION ASSISTANCE. Employees in Categories D, E, K and M may be offered up to \$5,000 of relocation assistance, including expenses incurred in connection with the final trip for employee and immediate family to the area, provided that their primary residence at the time they receive their offer of employment with the City is located outside a 50-mile radius of the City and they move to a location within Santa Clara County within 1 year of appointment. In addition, these employees are also eligible for interim living expenses, at the maximum rate of \$100 per day for a period not to exceed 30 days, incurred while searching for a new residence. Category F employees may be offered up to the full cost of relocation assistance, including interim living expenses, if they move into the City limits within 1 year of appointment. Such assistance may be taxable to the employee. This assistance must be documented in the offer letter to the employee.

6.700. EXECUTIVE MORTGAGE ASSISTANCE PROGRAM. Category F employees are eligible for benefits provided pursuant to the Executive Mortgage Assistance Program. Provisions of the program have been approved through separate resolution and may be amended as necessary.

7.000. ADMINISTRATION. CLASSIFIED SERVICE AND UNCLASSIFIED MANAGEMENT. The Pay Plan for all City employees shall be administered by the City Manager in accordance with policies stated herein and in the Administrative Policy Manual and any

applicable MOU. The City Manager shall issue such rules and procedures as are necessary to put the policies into effect.

7.100. HOURLY RATES. Employees in Categories A, B, C, G and L at the time of appointment are ordinarily assigned the hourly rate in the first step of the pay range. In cases where it is necessary to attract qualified personnel the employee may be assigned the hourly rate in the second or third step of the pay range. Under extraordinary circumstances, employees may be assigned to a higher step than the first step of the pay range, upon recommendation of the Department Director and approval of the City Manager.

7.105. SALARY RATES. The minimum rate at which employees in Categories D, E, F, K and M may be hired is 85.0% of the Control Point for that classification; the maximum is 100% of Control Point. Appointments made above 95.0% of Control Point require recommendation of the Department Director, and approval of the City Manager for all, but Category K. Determinations on Category K employees are made by the City Attorney.

7.110. CONTROL POINTS AND SALARY RANGES. MANAGEMENT. Control Points for Management classifications are as established in Exhibit "A" (posted Salary Tables). The range for each classification extends from 85.0% of the Control Point up to the Control Point (100%).

7.115. DIFFERENTIAL PAY. MANAGEMENT. In the event that a pay differential of less than 15% is identified between the Control Point for a Management classification and the top step base salary for a direct-report non-management classification, a department director may recommend a pay differential of up to 15%. The differential will not be applied automatically, and an identifiable need for such differential must exist prior to providing the differential pay. All differentials require review by the Director of Human Resources and approval of the City Manager.

7.120. MERIT INCREASE. NONMANAGEMENT. Upon completion of 13 pay periods, employees in Categories A, B, C and G may be assigned the next step in the pay range to which the classification is assigned. Such merit increases shall not be approved unless the employee's work performance is acceptable. Consideration for each subsequent one step merit adjustment is given at 26 pay period intervals until the employee's hourly pay rate reaches the top step of the pay range. Increases may be granted effective with the pay period immediately following the anniversary date.

Upon completion of 6 months of continuous City service, employees in Category L may be assigned the next step in the pay range to which the classification is assigned. Such merit increase

shall not be approved unless the employee's work performance is acceptable. Consideration for each subsequent one step merit adjustment is given upon completion of intervals of 12 months of continuous service until the employee's hourly pay rate reaches the top step of the pay range. Increases may be granted effective with the pay period immediately following completion of the requisite hours.

7.130. MERIT INCREASE. MANAGEMENT. Upon completion of 13 pay periods of service, employees in Categories D, F and K who receive an overall rating of achieves or exceeds expectations on their most recent performance evaluation may receive an increase in salary above the rate to which they were initially assigned, up to but not exceeding the Control Point.

The pay rate for employees in Categories D, F and K will be considered for adjustment beyond that granted after the first 13 pay periods of service following the completion of 26 pay periods from the prior increase in salary, up to but not exceeding the Control Point. Increases in salary shall be granted effective with the pay period immediately following the completion of 26 pay periods. The pay rate adjustment is subject to an overall rating of achieves or exceeds expectations on the employee's most recent performance evaluation. Increases of more than 5% require approval of the City Manager.

7.140. PROMOTION. NONMANAGEMENT. Upon promotion to a full-time non-management classification having an assigned pay range greater than the classification from which the employee is being promoted, employees in Categories A, B, C and G shall be entitled either to that hourly pay step in the pay range of the higher class which is at least 5% above the employee's current hourly step rate, or that step the employee would have received within 2 pay periods had the promotion not been made, provided the increase does not exceed the rate contained in the top salary step. Thereafter, the employee will be considered for merit increases in the same manner as other probationary employees.

Upon promotion to a regular part-time classification having an assigned pay range greater than the classification from which the employee is being promoted, the employee shall be entitled to that hourly pay step in the pay range of the higher classification which is at least 5% above the employee's current hourly step rate, provided the increase does not exceed the rate contained in the 5th salary step. Thereafter, the employee will be considered for merit increases in the same manner as other probationary employees.

7.150. PROMOTION. MANAGEMENT. Employees in Category D and E who are promoted to a classification which has been assigned a Control Point greater than the classification from which the employee is being promoted shall be entitled to assignment to a pay rate in the new

salary range which provides at least 5% above the employee's current hourly rate, or the rate which the employee would have received with a meeting or exceeding expectation of performance within 2 pay periods had the promotion not been made, provided the increase does not exceed 95.0% of the Control Point for the new classification, except that upon recommendation of the Department Director and approval of the City Manager, the promoted employee's pay rate may be set at up to 100% of such Control Point. Employees in Category K who are promoted in similar circumstances shall likewise receive an increase, subject to the determination of the City Attorney. Thereafter, the employee is considered for merit increases in the same manner as other Management employees.

7.160. PROVISIONAL APPOINTMENT. The pay periods of service of a probationary or regular employee shall not be affected by a provisional appointment. Merit pay increases are to be considered as though the employee had not accepted the provisional appointment.

7.170. GRANT FUNDED EMPLOYMENT.

(a) The City may hire employees in grant-funded (limited duration) positions where the position is funded by grant funds or similar types of non-City funding sources.

(b) Job classification titles for grant-funded positions shall be distinct from job classification titles for regular positions.

(c) Prospective employees shall be informed of the duration of the appointment in the job announcement and at the time of employment, and shall be advised of and acknowledge in writing the impact of the grant-funded (limited duration) status, including that the City has the authority to terminate employment at the completion of the grant or for reduction or loss of grant funding.

(d) Unless otherwise stated by the funding source or agency, if the appointment is for a period of twelve months or more, employees in grant-funded positions shall receive the same benefits as regular employees. Employees who will be working a full-time schedule in a management classification will be included in the Sunnyvale Managers Association bargaining unit; employees who will be working a full-time schedule in a non-management classification will be included in the Sunnyvale Employees Association bargaining unit; and employees who will be working a schedule of 1,092 -1,716 hours per fiscal year will be included in the Services Employees International Union bargaining unit.

(e) If the appointment is for less than twelve months, employees shall be employed in the unclassified service as temporary employees. Temporary employees are unrepresented, are eligible for only those benefits applicable to this category of employment, and are limited to 900 hours of work in the fiscal year.

(f) Should an employee who was originally hired to fill a grant-funded position of twelve months or more be later appointed to a regular position, his/her hire date will be the date that service commenced in the grant-funded position.

7.180. TERM LIMITED EMPLOYMENT.

(a) Term limited appointments are designed for limited duration projects, and shall not be used to displace regular bargaining unit represented positions. There shall be no adverse effect on the bargaining units, as all bargaining unit members shall continue to receive full protections under existing MOUs. The intent behind Term Limited positions is to avoid layoffs – i.e., avoid hiring and then laying off employees retained to perform work of a limited duration. The assignment of regular employees to perform work related to the limited duration project with Term Limited employees used to provide backfill for the work of regular employees shall not be considered displacement of regular bargaining unit represented positions.

(b) Term Limited positions are different from Grant Funded employment as described in 7.170 above, in that Term Limited appointments shall be tied to a budget for a specific project or projects of limited anticipated duration.

(c) Term Limited appointments must be approved by the City Manager.

(d) Term Limited appointments are “at-will” and may be terminated at any time with or without cause. Further, the City has the authority to terminate employment at the completion of the specified term, or prior to the specified term due to lack of funding or other budgetary constraints, or lack of work.

(e) Term Limited appointments shall specify their duration, and shall not exceed two years, except under special circumstances approved by the City Manager, in which case the term may be extended by no more than 1 year. Such positions are not intended to replace regular, budgeted positions. Duration in position is counted from hire date and is not based on work hours.

(f) Term Limited positions shall be subject to membership in the applicable bargaining unit and shall receive the full benefits applicable to their bargaining unit, except as limited by their “at-will” status.

(g) Prospective employees shall be informed of the duration of the appointment in the job announcement and at the time of employment, and shall be advised of and acknowledge in writing the impact of the Term Limited status, including that the City has the authority to terminate employment at the completion of the term, or prior to the specified term due to lack of funding or other budgetary constraints, or lack of work. Prospective employees shall also be advised of and acknowledge in writing their status as at-will employees and the City’s ability to terminate their



employment for any reason with or without cause.

(h) At the request of any bargaining unit, the City will meet with bargaining unit representatives no less than twice a year to hear and resolve any concerns about the Term Limited program.

There shall be no more than twenty-seven (27) Term Limited employees in the SEA bargaining Unit. However, a regular SEA employee in an out of class assignment (either within or outside of the bargaining unit) shall not count against the twenty-seven (27).

8.000. CASUAL/TEMPORARY PAY RATE ASSIGNMENTS AND STEP INCREASES. Pay rate assignments and pay step increases for Casual/Temporary employees shall be administered by the City Manager in accordance with the policies stated herein. The City Manager shall promulgate such rules and procedures as are necessary to put said policies into effect.

Casual/Temporary employees at the time of appointment are ordinarily assigned the hourly rate in the first step of the pay range; however, the department may assign employees to a higher step based on qualifications and experience, and/or specific job functions, or in cases where it is necessary to attract qualified personnel. Casual/Temporary employees may be considered for an initial merit step increase after completion of 1040 hours of service and additional merit step increases upon completion of intervals of 2080 hours of service up to top step. However, a merit increase shall not be approved unless the employee's work performance is rated satisfactory or better. In situations where the above hour criteria for merit increases is not reasonable given the nature of a Casual/Temporary assignment, individual departments may assign a Casual/Temporary employee to the next step in the series upon completion of a minimum of 12 months of service in the current job classification and step, and a minimum number of hours worked as established by the department.

8.100. REDUCED TIME JOB STATUS PROGRAM. CATEGORY G. Designated classifications within Category G may work a reduced time work job share schedule pursuant to the provisions of the Reduced Time Job Status Program.

9.000. PAY BASIS. An eligible employee may be paid under multiple pay ranges or scheduled amounts in any given pay period, in addition to working out of class, on special assignment or under special circumstances.

10.000. EFFECTIVE DATE. Unless otherwise specifically indicated, all provisions herein contained shall be effective as of the date of posting. This version of the Salary Resolution supersedes any prior versions and amendments thereto.

---

Posted: ~~December 13, 2016~~May 23, 2017

**CITY OF SUNNYVALE**  
**SALARY RESOLUTION**  
**Table of Contents**

1.000.	PAY PLAN SCHEDULES.
1.050.	RETROACTIVE PAYMENT. SEPARATED/RETIRED EMPLOYEES.
1.100.	MANDATED DEDUCTIONS.
3.000.	LEAVE BENEFITS.
3.010.	LEAVE AUTHORIZATION.
3.020.	LEAVE BENEFITS. TO WHOM APPLICABLE.
3.030.	LEAVE PAYMENT.
3.040.	LEAVE SUBSTITUTION.
3.100.	PAID TIME OFF LEAVE (PTO) AND PAID MEDICAL LEAVE (PML). MANAGEMENT.
<del>3.110.</del>	<del>PAID MEDICAL LEAVE (PML). CONFIDENTIAL EMPLOYEES.</del>
3.200.	BEREAVEMENT LEAVE.
3.300.	HOLIDAY LEAVE.
3.310.	FLOATING HOLIDAY LEAVE.
3.320.	SPECIAL SCHEDULE. HOLIDAY LEAVE.
3.400.	JURY LEAVE.
3.500.	MILITARY LEAVE.
3.550.	MILITARY RESERVISTS. EXTENSION OF BENEFITS AND SUPPLEMENTAL SALARY.
<del>3.600.</del>	<del>PAID MEDICAL LEAVE. NONMANAGEMENT ENTITLEMENT.</del>
<del>3.610.</del>	<del>PAID MEDICAL LEAVE. NONMANAGEMENT PROVISIONS.</del>
3.620.	PAID MEDICAL LEAVE. AUTHORIZATION.
3.625.	STATE DISABILITY INSURANCE (SDI), INCLUDING PAID FAMILY LEAVE INSURANCE (PFLI).
3.630.	LONG TERM DISABILITY.
3.640.	PAID MEDICAL LEAVE REQUIREMENT WAIVER.
3.800.	VACATION LEAVE.
3.810.	VACATION LEAVE. ACCUMULATION. USE.
3.900.	ADMINISTRATIVE LEAVE FOR MANAGEMENT.

3.910.	ADMINISTRATIVE LEAVE FOR CONFIDENTIAL EMPLOYEES.
3.950.	EMPLOYEE EMERGENCY LEAVE RELIEF FUND.
4.000.	OVERTIME PAY. WHO IS ENTITLED.
4.010.	OVERTIME AUTHORIZATION.
4.020.	OVERTIME COMPUTATION.
4.030.	OVERTIME PAY. WHEN APPLICABLE.
4.100.	COMPENSATORY TIME.
4.200	CALL-BACKPAY. OVERTIME. WHEN APPLICABLE.
4.300	CONFIDENTIAL PREMIUM PAY.
5.000.	WAGE SUPPLEMENTS.
5.010	INTERIM/ACTING PAY OR OUT-OF-CLASS PAY FOR SPECIAL ASSIGNMENT WORK. MANAGEMENT.
<u>5.015</u>	<u>OUT-OF-CLASS PAY FOR SPECIAL ASSIGNMENT WORK. CONFIDENTIAL EMPLOYEES.</u>
5.020	Y-RATING PAY.
5.100.	UNIFORMS.
5.200.	WORK EQUIPMENT.
5.210.	SAFETY GLASSES.
5.220.	SAFETY FOOTWEAR.
5.300.	TRAINING ASSISTANCE.
5.500.	HEALTH INSURANCES. ELIGIBILITY AND EFFECTIVE DATES.
5.501.	CASH-IN-LIEU. MEDICAL COVERAGE.
5.502.	CASH REIMBURSEMENT. CITY RETIREE COUNCIL MEMBERS.
5.505.	CITY CONTRIBUTION. MEDICAL INSURANCES.
5.506.	CITY CONTRIBUTION. DENTAL INSURANCE.
5.507.	CITY CONTRIBUTION. VISION INSURANCE.
5.515.	CITY CONTRIBUTION. CAFETERIA BENEFITS PLAN.
5.520.	MAXIMUM CITY CONTRIBUTION. HEALTH INSURANCE.
5.525.	EMPLOYEE CONTRIBUTION. HEALTH INSURANCE.
5.530.	PREMIUM CONVERSION.
5.540.	POST RETIREMENT MEDICAL BENEFITS.
5.550.	LIFE INSURANCE.
5.560.	DEPENDENT CARE REIMBURSEMENT ACCOUNT.

5.561. HEALTH CARE REIMBURSEMENT ACCOUNT.

5.562. COMMUTER TRANSPORTATION BENEFITS.

5.600. WORKERS' COMPENSATION BENEFITS.

5.700. RETIREMENT SYSTEMS.

5.710. CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CalPERS).

5.711. CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM. QUALIFIED EMPLOYEES.

5.715. PUBLIC AGENCY RETIREMENT SYSTEM (PARS).

5.720. TIER 1 – 3%-AT-50 SAFETY PLAN.

5.721. TIER 2 – 3%-AT-55 SAFETY PLAN.

5.722. TIER 3 – 2.7%-AT-57 SAFETY PLAN.

5.730. TIER 1 – 2.7%-AT-55 MISCELLANEOUS PLAN.

5.731. TIER 2 – 2%-AT-60 MISCELLANEOUS PLAN.

5.732. TIER 3 – 2%-AT-62 MISCELLANEOUS PLAN.

5.740. CalPERS CONTRIBUTION.

5.750. SOCIAL SECURITY. FICA PORTION.

6.000. SPECIAL PROVISIONS.

6.100. WORK SCHEDULES.

6.150. FLEX SCHEDULES. DESIGNATED CATEGORY B EMPLOYEES.

6.200. ALTERNATE SCHEDULES. MANAGEMENT EMPLOYEES.

6.300. DEFERRED COMPENSATION.

6.400. YOUTH PARTICIPATION INCENTIVES.

6.500. AUTOMOBILE ALLOWANCE.

6.600. RELOCATION ASSISTANCE.

6.700. EXECUTIVE MORTGAGE ASSISTANCE PROGRAM.

7.000. ADMINISTRATION. CLASSIFIED SERVICE AND UNCLASSIFIED MANAGEMENT.

7.100. HOURLY RATES.

7.105. SALARY RATES.

7.110. CONTROL POINTS AND SALARY RANGES. MANAGEMENT.

7.115. DIFFERENTIAL PAY. MANAGEMENT.

7.120. MERIT INCREASE. NONMANAGEMENT.

7.130. MERIT INCREASE. MANAGEMENT.

- 7.140. PROMOTION. NONMANAGEMENT.
- 7.150. PROMOTION. MANAGEMENT.
- 7.160. PROVISIONAL APPOINTMENT.
- 7.170. GRANT-FUNDED EMPLOYMENT.
- 7.180. TERM LIMITED EMPLOYMENT
- 8.000. UNCLASSIFIED SERVICE. RECREATION, CASUAL, SEASONAL, AND  
SPECIAL PROJECT. ADMINISTRATION.
- 8.100. REDUCED TIME JOB STATUS PROGRAM. CATEGORY G.
- 9.000. PAY BASIS.
- 10.000. EFFECTIVE DATE.

**CITY OF SUNNYVALE**  
**SALARY RESOLUTION**

1.000. PAY PLAN SCHEDULES. The schedule of pay for each classification in the Classified Service and in the Unclassified Service enumerated by pay categories A, B, C, G, J and L consist of hourly pay rates for each available step in each classification. The schedule of pay for Unclassified and Classified Management classifications enumerated by pay categories D, E, F, K and M consists of the annual control point for each classification.

All pay ranges and rates are contained in Exhibit "A" (posted Salary Tables) and incorporated by this reference.

Pay Plan Schedules A through M apply to employee categories as follows:

Pay Plan Category A applies to employees represented by the Communications Officers Association (COA).

Pay Plan Category B applies to employees represented by the Sunnyvale Employees Association (SEA).

Pay Plan Category C applies to employees represented by the Public Safety Officers Association (PSOA).

Pay Plan Category D applies to unrepresented **Classified Management** employees. This category represents first-line supervisors, mid-management, and staff level employees who plan and implement established City programs, budgets, and policy.

Pay Plan Category E applies to employees represented by the Sunnyvale Managers Association (SMA). This category represents first-line supervisors, mid-management, and staff level employees who plan and implement established City programs, budgets, and policy.

Pay Plan Category F applies to employees in Unclassified **Department Director** positions who report directly to the City Manager. These classes are the highest level management positions at the department level. Employees in these positions are responsible for overall direction of their respective department operations within the context of City policy.

Pay Plan Category G applies to unrepresented **Classified Confidential** employees. [Note: For purposes of wage increases/decreases, benefits and leaves, Category G employees receive the same treatment as Category B employees, except as provided in ~~wages contained in Exhibit "A" (posted Salary Tables), Section 3.110,~~ Section 3.910, Section 4.000, ~~and~~ Section 4.100, Section 4.300, and Section 5.015].

Pay Plan Category J applies to the **Unclassified** classifications listed under the **Job**

## **Training Partnership Act (JTPA).**

Pay Plan Category K applies to employees in unrepresented **Unclassified Management** classifications appointed directly by the City Attorney.

Pay Plan Category L applies to **Classified Regular Part-time** employees represented by the Service Employee International Union (SEIU).

Pay Plan Category M applies to employees represented by the Public Safety Managers Association (PSMA).

The Pay Ranges and Rates for each Subclass of a classification for which subclasses have been established shall be as set forth for the applicable classification.

The effective dates for each Pay Plan are indicated on the respective Pay Plan Schedules as set forth in Exhibit "A" (posted Salary Tables).

1.050. RETROACTIVE PAYMENT. SEPARATED/RETIRED EMPLOYEES. Retroactive salary adjustments which occur as a result of a collective bargaining settlement will be provided to those employees who are actively employed by the City at the time of the Memorandum of Understanding adoption by the City Council, and to those employees who have retired between the effective date for retroactivity and date of adoption by the City Council. Any employees who have separated or have been terminated prior to this adoption will not be eligible for any retroactive adjustments. Retroactivity will be provided for salary adjustment only. To be eligible for any other salary adjustment as a result of MOU provisions, the employee must be employed as of the established effective date of such action.

1.100. MANDATED DEDUCTIONS. Any state or federally mandated deductions are made in accordance with applicable law.

All employees hired after April 1986 shall be covered by Medicare. The employee and the City will each contribute the mandated percentage of the employee's wage toward the cost of Medicare.

Unemployment insurance is provided to employees at no cost to the employee.

3.000. LEAVE BENEFITS. The enumerated leave benefits are part of the Pay Plan or applicable Memoranda of Understanding.

3.010. LEAVE AUTHORIZATION. All leaves, with the exception of those of Category K members, must be approved in advance by the City Manager or designated Management representative under established procedure. Leaves of Category K members must be approved in advance by the City Attorney.

3.020. LEAVE BENEFITS. TO WHOM APPLICABLE. Except as otherwise provided



for herein, leave benefits are applicable to employees in Pay Plan Categories A, B, C, D, E, F, G, K, L and M.

3.030. LEAVE PAYMENT. All leave time shall be paid at the hourly straight time rate. Only one type of paid leave shall be paid at any given time and when paid shall be to the exclusion of any other paid time.

3.040. LEAVE SUBSTITUTION. No leave may be substituted for the authorized leave once the employee is on leave except as provided in the Administrative Policy; nor may any leave be authorized in addition to another leave for the same period.

3.100. PAID TIME OFF LEAVE (PTO) AND PAID MEDICAL LEAVE (PML).  
MANAGEMENT.

(a) Employees in Categories D, F and K are eligible to accrue and use Paid Time Off Leave (PTO). Such leave shall be used for vacation, medical appointment, illness or injury, family emergency, and may also be used for personal business, care of sick children or other family members, school visits, etc. Leaves not included in PTO which remain separate leaves are bereavement, jury duty, military duty, management administrative leave, workers' compensation, floating holiday, and holiday.

Except for illness, injury or emergency, all PTO shall be pre-planned and pre-approved. The minimum advance notice is 1 week. The City may at any time require written verification from a physician for a non-pre-planned absence for illness or injury, family emergency or visits to a doctor, dentist or licensed mental health practitioner.

(b) PTO begins accruing on the first day of employment and is prorated on an hourly basis for each paid hour. PTO shall not accrue during any unpaid leave, except as provided in Section 3.100(k). Time off is paid provided there is adequate PTO accrued to cover the absence. Time off in excess of PTO accruals and other available leave shall be leave without pay. As employees use PTO, the time used shall be deducted from the employee's current PTO balance.

- (c) The accrual rates are listed below:

**TABLE A**

<b>Service Period Pay Periods</b>	<b>Years</b>	<b>Hour/Pay Period</b>	<b>Accrual Rate Hours/Ye</b>
1-26.99	0 to 1	6.5	169
27-130.99	1+ to 5	7.5	195
131-260.99	5+ to 10	9.0	234
261-442.99	10+ to 17	10.5	273
443-650.99	17+ to 25	11.5	299
651+	25+	12.0	312

- (d) Eligible employees will accrue at the rates shown in Table A for the first 870 hours. After 870 hours are accrued, the employee will start accruing at the reduced rate levels of Table B.

**TABLE B**

<b>Service Period Pay Periods</b>	<b>Years</b>	<b>Hour/Pay Period</b>	<b>Accrual Rate Hours/Ye</b>
1-130.99	0 to 5	5.0	130
131-650.99	5+ to 25	6.5	169
651+	25+	8.0	208

Accruals at this level will stop at 1040 hours (maximum cap) until total accrual is reduced below 1040.

- (e) If at any time the total accrual falls below 870 hours, the accrual rate will revert to the rates in Table A.

- (f) No minimum usage per year is required. Accruals carry over from one payroll calendar year to the next.

- (g) For a newly-hired or promoted Category F employee, the City Manager may authorize an initial accrual rate higher than that provided in the above and/or an initial credit of hours. Such provision will be documented in the offer letter to the employee. For a newly-hired or promoted Category D employee, the City Manager may authorize an initial accrual rate higher than that provided in the above.

- (h) For a newly-hired or promoted Category K employee, the City Attorney may authorize an initial accrual rate higher than that provided in the above and/or an initial credit of

hours. Such provision will be documented in the offer letter to the employee.

(i) PTO and Separation/Retirement. PTO accrues and is prorated on an hourly basis for each paid hour during the last pay period of service. PTO shall be paid off to the employee on the employee's last day of work (pay included in final paycheck). The City Manager may, however, approve the utilization of available accrued PTO to extend the date of retirement, and in special circumstances, the date of separation.

(j) PTO and Paid Medical Leave. After 26 consecutive pay periods of service, the City shall provide full pay for a medically certified (same occurrence) illness or injury, beginning with work hour 121 through 90 calendar days of illness or injury. At this time, the City will require a doctor's note and medical information in accordance with current Administrative Policy provisions. No Paid Medical Leave will be provided until this requirement is satisfied.

To access the Paid Medical Leave, an employee must provide acceptable written medical documentation showing that the illness or injury is a single illness or injury, whether continuous time off has been taken or not for that illness or injury. The first 120 hours of a single illness or injury are charged to the employee's PTO bank. Hours 121 up through the maximum of calendar day 90 are eligible for coverage under the Paid Medical Leave.

After 90 calendar days of (same occurrence) illness or injury, the employee shall be eligible to apply for Long Term Disability coverage as outlined in Section 3.630. In addition, if, after having been off work for 120 hours on a same illness or injury and becoming eligible for Paid Medical Leave pay, the employee continues to be unable to return to work full-time, but is able to work partial days, the employee remains eligible for Paid Medical Leave pay for the part of the day that the employee is unable to work.

(k) PTO and Workers' Compensation. During the first 26 pay periods of service, the employee will be eligible for Workers' Compensation benefits as provided by state law. The employee, at this time, will have the option to use PTO or any other leave balance available to him/her, or keep it in his/her leave bank for future use upon his/her return.

After 26 consecutive pay periods of service, the City shall provide full pay for a medically certified work-related (same occurrence) illness or injury, beginning with workday 1 through 60 calendar days of illness or injury. After 90 calendar days of (same occurrence) work-related illness or injury, the employee shall be eligible to apply for Long Term Disability coverage as outlined in Section 3.630. Employee will accrue full seniority for the first 90 days of Workers' Compensation leave regardless of whether they use PTO or any other leave balance to supplement Workers' Compensation benefits.

(l) If an employee has no available leave hours, pay may be deducted for any hours short of 40 worked in a week. This policy is established pursuant to principles of public accountability.

(m) Employees in Categories D, F and K will have the option to cash-out up to 80 hours of PTO effective the last pay day in October of each calendar year. This cash-out will be allowed as long as the employee maintains a balance of 80 hours in his/her bank. If the employee elects this option, the minimum number of hours that may be cashed-out is 8.

~~3.110. PAID MEDICAL LEAVE (PML). CONFIDENTIAL EMPLOYEES.~~

~~(a) — Employees in Category G are eligible for Paid Medical Leave. After 26 consecutive pay periods of service, the City shall provide full pay for medically certified same illness or injury, beginning with work hour 121 through 90 calendar days of same illness or injury. At this time, the City will require a doctor's note and medical information in accordance with current Administrative Policy provisions. No Paid Medical Leave will be provided until this requirement is satisfied.~~

~~To access the Paid Medical Leave Benefit, an employee must provide acceptable written medical documentation showing that the illness or injury is a single illness or injury, whether continuous time off has been taken or not for that illness or injury. The first 120 hours of a single illness or injury are charged to the employee's PTO bank. Hours 121 up through the maximum of calendar day 90 are eligible for coverage under the Paid Medical Leave Benefit.~~

~~After 90 calendar days of Paid Medical Leave, the employee shall be eligible to apply for Long Term Disability coverage as outlined in Section 3.630. In addition, if, after having been off work for 120 hours on a same illness or injury and becoming eligible for Paid Medical Leave, the employee continues to be unable to return to work full-time, but is able to work partial days, the employee remains eligible for Paid Medical Leave for the part of the day that the employee is unable to work.~~

3.200. BEREAVEMENT LEAVE. Employees in Categories D, F and K are entitled to bereavement leave where death has occurred to an employee's spouse or registered domestic partner, father, step-father, mother, step-mother, son, daughter, brother, sister, grandparents or grandchildren, or to the father, step-father, mother, step-mother, son, daughter, brother, sister, grandparents or grandchildren of an employee's spouse or registered domestic partner. The City reserves the right to require proof of death from the employee.

Employees in Categories D, F and K shall be entitled to bereavement leave in an amount not to exceed 40 work hours per eligible incident immediately upon employment. Except as

provided herein, all bereavement leave must be used within six calendar months of the date of the eligible incident. Employees who are designated as the executor for a qualifying decedent's estate may use bereavement leave beyond the six-month limitation. Any use of bereavement leave more than six months after the eligible incident requires the approval of the Human Resources Director. The City reserves the right to require proof of death from the employee including, but not limited to: death certificates, obituaries, and funeral cards.

3.300. HOLIDAY LEAVE. Employees in Categories B, C (except those scheduled to work holidays), D, E, F, G, K and M who were on pay status both before and after each holiday shall be entitled to take leave on each of the following holidays and be paid at the straight time rate, except as provided in Section 3.320.

**CITY OBSERVED HOLIDAYS**

Independence Day	Christmas Eve	Martin Luther King, Jr. Birthday
Labor Day	Christmas Day	President's Holiday
Thanksgiving Day	New Year's Eve	Memorial Day
Day After Thanksgiving	New Year's Day	

When a City holiday falls on a Saturday the holiday will be observed on the Friday; when a holiday falls on a Sunday, the holiday will be observed on Monday; or as designated by the City Council.

3.310. FLOATING HOLIDAY LEAVE. Employees in Categories D, F and K shall be credited with 20 hours of floating holiday leave at the beginning of each payroll calendar year. Effective August 28, 2016, additional pro-rated floating holiday leave will be provided based upon additional ten (10) hours per payroll calendar year. Effective 2017 payroll calendar year, employees in Categories D, F and K shall be credited with 30 hours of floating holiday leave at the beginning of each payroll calendar year.

New employees shall be credited with a pro-rata share based upon the proportion of the payroll calendar year remaining after their date of hire. Use of floating holiday leave shall be subject to the approval of the employee's supervisor.

Employees terminating City employment shall have their allotment of floating holiday leave for that year pro-rated based upon their date of separation. Employees who have used less than their pro-rated allotment for the portion of the payroll calendar year worked shall have the balance paid to them on their final paycheck. Employees who have used more than their pro-rated allotment for the portion of the payroll calendar year worked, shall have the overage deducted from their final paycheck.

Employees in Categories D, F and K who have unused floating holiday hours at the end of

the payroll calendar year will be paid out in cash for all the unused hours.

3.320. SPECIAL SCHEDULE. HOLIDAY LEAVE. Holiday leave for employees on a Special Schedule is paid in accordance with policies set forth in the Special Schedule Agreement, applicable MOU, or in the Administrative Policy Manual as the same exists or is amended hereafter.

3.400. JURY LEAVE. An employee is entitled to jury leave subject to conditions and limitations contained in the applicable MOU, or in the Administrative Policy Manual, as the same exists or is amended hereafter.

3.500. MILITARY LEAVE. Employees assigned to active military duty are entitled to military leave in accordance with the provisions of applicable State and Federal laws and the Administrative Policy Manual as the same exists or is amended hereafter. This leave is granted on a fiscal year basis.

3.550. MILITARY RESERVISTS. EXTENSION OF BENEFITS AND SUPPLEMENTAL SALARY.

(a) A person is eligible for the benefits established in this section if he or she meets all of the following qualifications:

- (1) Is an active probationary or regular part-time or full-time employee of the City in Pay Plan Categories A, B, C, D, E, F, G, K, L or M;
- (2) Is a member of the Armed Forces, Naval Militia or National Guard;
- (3) Is called to active duty per Executive Order 13223 issued on September 14, 2001;
- (4) Returns to City employment within 60 days after the end of active duty status; and
- (5) Remains as an employee of the City for at least six months following his or her return to City employment.

Eligible employees will be required to sign an agreement with the City which details their rights and obligations with respect to these benefits and supplemental salary prior to their initial receipt of benefits beyond the mandatory 30 days of benefits otherwise provided by law. Employees who elect not to return to City service shall be required to repay the City for the cost of the supplementary salary and benefits plus interest at the 26-week T-bill rate at the time that the final supplementary compensation was provided and for the period that exceeded the mandatory 30 days of benefits otherwise provided by law.

(b) The City will continue to pay a bi-weekly check to eligible employees equal to base

salary, plus any other compensation the employee would have received had he/she been actually working. The employee then will reimburse the City the amounts paid for military service plus allowances, including Basic Allowance for Housing.

(c) Eligible employees will be required to send copies of their military pay stubs to the Department of Human Resources for purposes of reconciliation. The payments will be reconciled by the Payroll unit of the Accounting Division of the Department of Finance. If the Payroll unit has not received the copies within three weeks after the end of the month, future checks will be withheld until the information is provided.

(d) All employees who receive the benefits and supplemental salary under this section will be eligible to remain covered under their current retirement, medical, dental, employee assistance, and vision plans while Executive Order 13223 remains active or until such time as Council takes action to amend or discontinue such benefits and supplemental salary. The City will provide eligible employees, along with the supplemental salary, the amount that the City currently contributes toward the benefits plans. If the employee is currently paying a deduction toward these plans, the employee will continue to make those payments.

~~3.600. PAID MEDICAL LEAVE. NONMANAGEMENT ENTITLEMENT. Employees in Category B qualify for Paid Medical Leave (PML) after completion of twenty-six (26) consecutive pay periods from the date of original appointment; provided, however, that employees may be authorized up to 40 hours of interim PML from the date of employment for the first 26 pay periods; provided, however, that at the conclusion of the 26<sup>th</sup> pay period the interim PML shall terminate, including any unused amount. The total allowable paid interim PML leave for employees in Category B for work-related and non-work-related illness or injury combined is 40 hours.~~

~~3.610. PAID MEDICAL LEAVE. NONMANAGEMENT PROVISIONS. For employees in Category B upon completion of the 26<sup>th</sup> consecutive pay periods of service; the City shall provide regular salary for Paid Medical Leave (PML), less any coverage provided by any other insurance program for the first 90 calendar days of illness or injury.~~

3.620. PAID MEDICAL LEAVE. AUTHORIZATION. Paid Medical leave may be authorized by Management staff in accordance with procedures set forth in the applicable MOU or Administrative Policy Manual as the same now exists or is hereafter amended.

3.625. STATE DISABILITY INSURANCE (SDI), INCLUDING PAID FAMILY LEAVE INSURANCE (PFLI). Category L employees are eligible for SDI benefits in accordance with the applicable MOU. Benefits are provided due to non-work related disability. The cost is

paid by employee. SDI includes Paid Family Leave Insurance. These programs are administered by the State of California.

3.630. LONG TERM DISABILITY. For employees in Categories A, B, D, E, G, K and M, the City shall provide, after completion of 26 consecutive pay periods of service, income protection insurance which will take effect after 90 calendar days from the original date of disability and which, subject to standard policy provisions, exclusions and limitations, will pay 67% of the employee's annual base salary while the employee is disabled and unable to work. For employees in Category F, income protection insurance is provided as of the first of the month after date of hire. Eligibility and procedural limitations are set forth in the Administrative Policy Manual and the current Long Term Disability contract as the same now exists or is hereafter amended.

3.640. PAID MEDICAL LEAVE REQUIREMENT WAIVER. For employees in Categories D, E, F, K and M, the requirement of 26 pay periods of service for eligibility for City-provided Paid Medical Leave, i.e., full pay for a medically certified (same occurrence) illness/injury beginning with work hour 121 through 90 calendar days for Categories D, F and K; work hour 101 through 90 calendar days for Category E; and work hour 121 through 90 calendar days for Category E effective July 1, 2017, may be waived by the City Manager in the case of catastrophic and/or life-threatening illness/injury.

3.800. VACATION LEAVE. Casual / Temporary employees hired prior to August 30, 1992 with 2,500 hours of City employment which is continuous or separated by no more than 26 pay periods of service are entitled to .1 hour of vacation leave for each hour of work. Casual/Temporary employees hired after August 30, 1992 are not entitled to vacation leave accrual.

3.810. VACATION LEAVE. ACCUMULATION. USE. For Casual / Temporary employees hired prior to August 30, 1992, vacation leave may be accumulated up to 50 hours. Accumulated leave time unused at the end of the payroll calendar year will be paid at the employee's current pay rate on one of the last paychecks of the payroll calendar year. Casual/Temporary employees who have accumulated 50 hours of vacation leave at any time shall not accrue additional vacation leave or be compensated for any unused vacation leave in excess of 50 hours.

Accrued vacation leave for all categories of employees shall be paid off to the employee on the employee's last day of work and will be included in the employee's final paycheck. The City Manager may, however, approve the utilization of available accrued vacation to extend the date of



retirement, and in special circumstances, the date of separation.

3.900. ADMINISTRATIVE LEAVE FOR MANAGEMENT. Employees in Categories D and K shall be credited with 50 hours of Administrative Leave at the beginning of the first pay period of the payroll calendar year. Employees in Category F shall be credited with 70 hours. All employee categories must complete 6 months of employment to meet eligibility. Use of Administrative Leave for Category F is subject to the City Manager's approval, Categories D to Department Director's approval and to the additional provisions in the Administrative Policy. Provisionally appointed managers not previously holding a regular management position are ineligible for Administrative Leave.

3.910. ADMINISTRATIVE LEAVE FOR CONFIDENTIAL EMPLOYEES. Employees in Category G designated as FLSA exempt as provided in Section 4.000 shall be credited with 40 hours of Administrative Leave at the beginning of the first pay period of the payroll calendar year. All employees must complete 6 months of employment to meet eligibility. Use of Administrative Leave is subject to the employee's manager approval and to the additional provisions in the Administrative Policy.

3.950. EMPLOYEE EMERGENCY LEAVE RELIEF FUND. The Employee Emergency Leave Relief Fund is a program that allows any City employee who has leave hours accrued, the opportunity to donate a portion of his/her accrued leave to benefit another employee needing paid emergency leave. To benefit from this fund, the receiving employee must be eligible to accrue City paid leave time, must have used all available accrued leave and must have a personal emergency that requires the employee to be on leave from work responsibilities to attend to the emergency. The employee, or a member of the family or a friend, must request in writing to the City Manager that this Employee Relief Fund be enacted. The City Manager will have administrative authority to accept or reject the request. The City Manager will also have the administrative authority in defining all procedures to be followed in setting up and utilizing this fund.

4.000. OVERTIME PAY. WHO IS ENTITLED. All employees of the City shall be entitled to overtime pay, except those in Management positions in Categories D, E, F, K and M, and the following classifications in Category G, which are hereby designated as exempt from the provisions of the Fair Labor Standards Act (FLSA).

**Category G Classifications:**

Job Code	Classification
----------	----------------

1001	Accountant-Confidential
1450	Human Resources Analyst
1015	Payroll Supervisor
1460	Sr. Human Resources Analyst
2203	Sr. Programmer Analyst-Confidential

4.010. OVERTIME AUTHORIZATION. All overtime must be approved in advance by the City Manager or designated Management representative under established procedure.

4.020. OVERTIME COMPUTATION. Overtime, when applicable, shall be paid at the rate of 1½ times the straight-time rate, except as otherwise provided for in an applicable MOU or herein.

4.030. OVERTIME PAY. WHEN APPLICABLE. Casual/Temporary employees and regular part-time employees in Category L shall be entitled to overtime pay in accordance with the Fair Labor Standards Act (FLSA). Casual / Temporary employees who meet the FLSA exempt requirements are designated as such.

Employees assigned to a special schedule shall be entitled to overtime only for hours worked in excess of 40 hours in a work week as defined in the applicable MOU and Administrative Policy Manual, or as provided in the written special schedule agreement. See also Section 6.150 regarding flex time for designated Category B employees.

4.100. COMPENSATORY TIME. Employees in Category G shall have the same accumulation and use options as employees in Category B. Employees in Category G designated as FLSA exempt as provided in Section 4.000 are not eligible for compensatory time.

4.200. CALL-BACK PAY. OVERTIME. WHEN APPLICABLE. For full-time employees, the call-back provisions apply when an employee has gone off duty and left the job site. Overtime pay for call-back duty shall not continue into the next work schedule nor shall it be counted toward fulfillment of a work period.

4.300. CONFIDENTIAL PREMIUM PAY. The City shall provide a 3.5% premium on all paid hours for employees in Category D, G, and K.

5.000. WAGE SUPPLEMENTS. Wage supplements shall consist of payments to the employee outside the standard pay schedule for paid work time, and which are paid by the City either in part or in total as provided for herein or in applicable Memoranda of Understanding.

5.010. INTERIM/ACTING PAY OR OUT-OF-CLASS PAY FOR SPECIAL ASSIGNMENT WORK. MANAGEMENT.

(a) Interim/Acting Pay. Employees who are appointed by the City Manager in an

acting/interim status to a vacant position in Pay Plan Categories D and F may receive placement within the control point of the vacant position; or a percentage over his/her current pay as designated by the City Manager.

(b) Out-of-Class Pay for Special Assignment Work. For employees in Pay Plan Categories D and F, the City Manager or designee may authorize a temporary pay adjustment for an employee given a specific temporary assignment clearly beyond the scope of the regular job description as determined by the Director of Human Resources or designee. Such assignment is to be made only as necessary to meet the business needs of the department. A request for such an assignment must be made to the City Manager or designee, in writing, from the Department Director prior to commencement of the assignment. Work in such assignment shall be at a minimum of two (2) consecutive weeks, and up to a maximum of one (1) year.

The request for special assignment shall describe the assignment, justify why it is to be performed by the designated employee, and give a specific duration for completion of the assignment with start and end date. Special assignment pay is five percent (5%) above the employee's normal pay rate. The special assignment and related compensation may be revoked at any time at the discretion of the Department Director, or the City Manager or designee.

Special assignment pay shall be based on the full period of actual hours worked during the assignment and received for the full period of time in which the employee works in the assignment, provided that such special assignment and related compensation has been authorized in advance by the Department Director, has been approved by the City Manager or designee, and has been processed by the Human Resources Department. Special assignment pay shall not be made retroactively. Special assignment pay shall not be paid for Paid Time Off, Holidays, Paid Medical Leave or any other leave during the special assignment; nor shall such leave days be considered a break in the special assignment.

The special assignment pay shall be discontinued on the date originally identified for completion of the assignment, unless an extension of specific duration is approved by the City Manager or designee prior to the end of the original assignment end date. Extension may be granted for up to an additional one (1) year for the same assignment.

5.015. OUT-OF-CLASS PAY FOR SPECIAL ASSIGNMENT WORK.  
CONFIDENTIAL EMPLOYEES.

For employees in Pay Plan Category G, the City Manager or designee may authorize a temporary pay adjustment for an employee given a specific temporary assignment clearly beyond the scope of the regular job description as determined by the Director of Human Resources or

designee. Such assignment is to be made only as necessary to meet the business needs of the department. A request for such an assignment must be made to the City Manager or designee, in writing, from the Department Director prior to commencement of the assignment. Work in such assignment shall be at a minimum of two (2) consecutive weeks, and up to a maximum of one (1) year.

The request for special assignment shall describe the assignment, justify why it is to be performed by the designated employee, and give a specific duration for completion of the assignment with start and end date. Special assignment pay is five percent (5%) above the employee's normal pay rate. The special assignment and related compensation may be revoked at any time at the discretion of the Department Director, or the City Manager or designee.

Special assignment pay shall be based on the full period of actual hours worked during the assignment and received for the full period of time in which the employee works in the assignment, provided that such special assignment and related compensation has been authorized in advance by the Department Director, has been approved by the City Manager or designee, and has been processed by the Human Resources Department. Special assignment pay shall not be made retroactively. Special assignment pay shall not be paid for Paid Time Off, Holidays, Paid Medical Leave or any other leave during the special assignment; nor shall such leave days be considered a break in the special assignment.

The special assignment pay shall be discontinued on the date originally identified for completion of the assignment, unless an extension of specific duration is approved by the City Manager or designee prior to the end of the original assignment end date. Extension may be granted for up to an additional one (1) year for the same assignment.

5.020. Y-RATING PAY. Y-rating may be authorized by the City Manager or his/her designee when an employee is allocated to a classification with a lower salary range. If the current salary of the employee is more than the maximum of the revised allocated classification, the employee may be Y-rated and he/she will continue to receive the former rate of pay until the maximum salary of the new classification is raised to an amount higher than the rate of pay received in the former classification.

5.100. UNIFORMS. The City shall provide uniforms for Category B employees assigned to meter reading, public facility maintenance, public safety records, and others as designated by the City Manager.

5.200. WORK EQUIPMENT. The City shall provide mattresses, sheets, pillows, pillow cases and blankets at the fire stations and safety gear in all departments as required by law.

5.210. SAFETY GLASSES. The City shall provide employees in Categories A, B, C, D, E and L prescription safety glasses, provided (a) that safety glasses are required on the job; (b) the employee provides the prescription at no cost to the City; and (c) the glasses are provided by an optical firm approved by the City.

5.220. SAFETY FOOTWEAR. Employees ~~in Category L in classifications required by the City to wear safety footwear~~ shall be eligible to receive an annual allowance in accordance with the provisions of the applicable MOU. ~~Employees hired after the start of the fiscal year shall be eligible for a pro-rated allowance.~~

The Human Resources Risk Manager may authorize additional classifications to receive the safety footwear allowance if it is determined that safety footwear is required for the work being performed.

5.300. TRAINING ASSISTANCE. The City shall reimburse employees in Categories A, B, C, D, E, F, G, K, L, those in the Public Safety Cadet program, and employees in the classification of Crime Prevention Assistant for all or part of the cost of tuition and books for courses approved in advance by the City, provided the course is completed successfully and documentation of costs and certificates of completion are presented according to Administrative Policy or applicable MOU. The amount of reimbursement based on relatedness to the employee's present position may be taxable in accordance with state and federal law.

5.500. HEALTH INSURANCE. ELIGIBILITY AND EFFECTIVE DATES.

(a) Medical. Participation in the medical insurance plan is available to employees in all full-time and regular part-time Categories and to members of the City Council at the time of appointment in accordance with the provisions of the plan selected, with the effective date the first day of the month following enrollment.

(b) Dental. Employees in Categories B, D, E, F, G, K, L, M and members of the City Council are eligible for dental coverage at the time of appointment, with an effective date of the first day of the month following enrollment. ~~Employees in Categories B and L shall become eligible for dental coverage, in accordance with the provisions of the plan selected, upon completion of 13 pay periods of service with the effective date on the first of the month following enrollment.~~ For employees in Category C, the Public Safety Officers Association shall contract with a dental provider and make dental insurance available to represented employees in accordance with the provisions of the respective MOU. Effective January 1, 2010, employees and members of the City Council may elect to enroll in an enhanced “voluntary buy-up” dental plan. The cost of the voluntary buy-up plan is solely funded by employee / City Council member

contributions.

(c) Vision. Employees in all full-time and regular part-time Categories and members of the City Council are eligible for vision coverage at the time of appointment, with an effective date of the first day of the month following enrollment. Effective January 1, 2010, employees and members of the City Council may elect to enroll in an enhanced “voluntary buy-up” vision plan. The cost of the voluntary buy-up plan is solely funded by employee/City Council member contributions.

(d) Employee Assistance Plan (EAP). Employees in all full-time and regular part-time Categories are covered by the employee assistance program at the time of appointment in accordance with the provisions of the plan.

**5.501. CASH IN-LIEU. MEDICAL COVERAGE.**

(a) Employees in Categories D, F, K and members of the City Council have the option of waiving their medical coverage and receiving payment of a portion of the City contribution. However, if the employee is currently a dependent of a City employee and covered by a CalPERS Health Plan, the employee is not eligible for reimbursement.

Payment shall be made on the following schedule:

<b>Type of Coverage Waiving</b>	<b>Per Pay Period Payment</b>
Employee only coverage	\$38.00
Employee +1 coverage	\$76.00
Employee + family coverage	\$98.50

Whenever an employee changes to no coverage, the employee shall provide proof of alternate coverage and sign a waiver stating that he or she does have alternative coverage and that he or she understands that he or she will no longer receive coverage through a City-sponsored CalPERS provided medical plan.

If an employee decides to reenter a City sponsored CalPERS provided medical plan or reenter with dependent(s), he or she may enroll in accordance with CalPERS procedures.

Employees receiving cash in-lieu payments must provide documentation to verify their dependents' eligibility.

**5.502. CASH REIMBURSEMENT. CITY RETIREE COUNCIL MEMBERS.**

Members of the City Council who are City retirees and are enrolled in the CalPERS medical program as a retiree, are eligible to receive a reimbursement equal to the difference of the current City contribution to medical insurance included under Section 5.505 and the current cost of the CalPERS medical premium.

In addition, if Members of the City Council who are City retirees and have an alternative dental plan, and they waive City coverage, the City will reimburse the cost of dental insurance up to the amount specified under Section 5.506 (f).

5.505. CITY CONTRIBUTION. MEDICAL INSURANCE. Effective January 1, ~~2016~~2017, the City will contribute the following amounts toward the cost of premiums for medical insurance under the Public Employees Medical and Hospital Care Act (PEMHCA) for each employee in the respective categories listed below, and his or her eligible dependents, and for each annuitant in CalPERS formerly in the respective categories listed below and his or her eligible dependents:

- (a) Category A. The cost of the premium or \$472.98 per month, whichever is less.
- (b) Categories B and G. The cost of the premium or \$795.87 per month, whichever is less.
- (c) Category C. The cost of the premium or \$467.46 per month, whichever is less.
- (d) Category L. The cost of the premium or \$437.75 per month, whichever is less.
- (e) Categories D, E, F, K and M. The cost of the premium or \$795.87 per month, whichever is less. Effective January 1<sup>st</sup> each year, the City's contribution will be the lesser of the cost of the premium or the lowest cost HMO premium for single coverage available through the CalPERS Bay Area regional medical plans. Additionally, the City's contribution shall be no less than the highest City contribution for any of the employee represented units; including COA, PSOA, SEA and SEIU.

(f) Members of the City Council. The City's contribution will be the lesser of the cost of the premium or the minimum monthly contribution pursuant to Government Code Section 22892 of the Public Employees Medical and Hospital Care Act (PEMHCA). For calendar year 2016, the amount is \$125.00, and for calendar year 2017, the amount is \$128.00.

5.506. CITY CONTRIBUTION. DENTAL INSURANCE.

- (a) Category A. The City's contribution is up to a maximum of \$140.55 per month, pursuant to the provisions of the COA MOU.
- (b) Category B and G. The City's contribution is included under Section 5.515 (b) below.
- (c) Category C. The City's contribution is subject to the provisions of the PSOA MOU.
- (d) Category L. The City's contribution is included under Section 5.515 (d) below.
- (e) Categories D, E, F, K and M. The City will contribute the premium for employee only, employee plus one dependent, or employee plus family coverage.

(f) Members of the City Council. The City will contribute the premium for council member only coverage. Dependent coverage is available at the council member's cost.

5.507. CITY CONTRIBUTION. VISION INSURANCE.

(a) Category A. The City's contribution is included under Section 5.515 (a) below.

(b) Category B and G. The City will contribute the premium for employee only or employee plus one dependent coverage.

(c) Category C. The City's contribution is included under Section 5.515 (c) below.

(d) Category L. The City's contribution is included under Section 5.515 (d) below~~will contribute the premium for employee only or employee plus one dependent coverage.~~

(e) Categories D, E, F, K and M. The City will contribute the premium for employee only, employee plus one dependent, or employee plus family coverage.

(f) Members of the City Council. The City will contribute the premium for council member only coverage. Dependent coverage is available at the council member's cost.

5.515. CITY CONTRIBUTION. CAFETERIA BENEFITS PLAN.

(a) Category A. Effective September 27, 2015, the City will contribute \$142.02 per month, the difference between \$615.00 and the amount stated in 5.505 (a) above. Effective calendar year 2016, the City will contribute \$242.02 per month, the difference between \$715.00 and the amount stated in 5.505 (a) above. Effective calendar year 2017, the City will contribute \$342.02 per month, the difference between \$815.00 and the amount stated in 5.505 (a) above.

(b) Category B and G. The City's contribution is subject to the provisions of the SEA MOU~~will contribute a maximum of \$588.69 per month toward a Cafeteria Benefits Plan for employees and dependent medical coverage and a minimum of \$196.21 per month for employees with employee only medical coverage.~~

(c) Category C. The City will contribute \$47.54 per month, the difference between \$515.00 per month and the amount stated in 5.505 (c) above.

(d) Category L. The City's contribution is subject to the provisions of the SEIU MOU~~The amount the City contributes towards the Cafeteria Benefits Plan shall be made based on the number of hours in paid status as provided in the SEIU MOU.~~

(e) Categories D, E, F, K and M. The City will contribute to a Cafeteria Benefits Plan for the cost of medical premiums only. The City's Cafeteria Benefits Plan contribution will be capped at the cost of the premium of the highest priced plan between the CalPERS Bay Area regional HMO plans or the PERS Choice PPO plan, effective January 1 each year, less the City Contribution as stated in Section 5.505 (e) above, and shall be based upon the plan level in which



the employee is enrolled (i.e., employee only, employee plus one dependent, or employee plus family).

(f) Members of the City Council. The City will contribute to a Cafeteria Benefits Plan for the cost of medical premiums only. The City's Cafeteria Benefits Plan contribution will be capped at the cost of the premium of the highest priced plan between the CalPERS Bay Area regional HMO plans or the PERS Choice PPO plan, effective January 1 each year, less the City Contribution as stated in Section 5.505 (f) above, and shall be based upon the plan level in which the council member is enrolled (i.e., council member only, council member plus one dependent or council member plus family).

5.520. MAXIMUM CITY CONTRIBUTION. HEALTH INSURANCE.

(a) Category A. Including the amounts specified in Sections 5.505 (a) and 5.515 (a), the City's maximum contribution is \$615.00 per month (\$283.85 per pay period) effective September 27, 2015, \$715 per month (\$330.00 per pay period) effective calendar year 2016, and \$815 per month (\$376.15 per pay period) effective calendar year 2017. The City's maximum contribution is payable towards the employee assistance program insurance, employee and dependent medical insurance, employee and dependent vision insurance, optional life insurance or any combination thereof.

(b) Category B and G. ~~Including the amounts specified in Sections 5.505(b) and 5.515(b) the City's maximum monthly contribution is \$1154.29 (\$532.75 per pay period). For employees with employee only medical coverage, the City's maximum monthly contribution is \$761.81 (\$351.60 per pay period). The City's health insurance contribution is payable towards the cost of employee and dependent medical insurance, employee and dependent dental insurance, family coverage vision insurance, optional life / AD&D insurance or any combination thereof. In addition to the amounts contributed by the City as specified in Sections 5.505 (b) and 5.515 (b),~~ the City pays the full premium for the employee assistance program.

(c) Category C. Including the amounts specified in Sections 5.505 (c) and 5.5150 (c), the City's maximum contribution is \$515.00 per month (\$237.69 per pay period) towards the employee assistance program insurance, employee and dependent medical insurance, employee and dependent vision insurance, optional life insurance or any combination thereof.

(d) Category L. ~~Including the amounts specified in Sections 5.505 (d) and 5.515 (d), the City's maximum contribution is up to \$923.42 per month (\$426.19 per pay period) towards employee and dependent medical insurance, employee and dependent dental insurance, family coverage vision insurance, or any combination thereof. The actual City maximum is pro-rated~~

~~based on the number of hours in paid status as provided in the SEIU MOU.~~ In addition to the amounts contributed by the City as specified in Sections 5.505 (d) and 5.515 (d), the City pays the full premium for the employee assistance program.

(e) Categories D, E, F, K and M. In addition to the amounts contributed by the City as specified in Sections 5.505 (e) and 5.515 (e), the City pays the full premium for the employee assistance program.

(f) Members of the City Council. For calendar year 2010, the maximum monthly City contribution, as described in Sections 5.505 (f), 5.506 (f), 5.507 (f) and 5.515(f), ranges from \$630.55 to \$1554.28. The actual amount is based upon the plan level in which the council member is enrolled in medical coverage (e.g.; council member only, council member plus one dependent or council member plus family).

5.525. EMPLOYEE CONTRIBUTION. HEALTH INSURANCE. To the extent that any full or part-time employee or member of the City Council elects health insurance coverage that exceeds the amount stated in Section 5.520, the employee/member of the City Council shall pay the difference.

5.530. PREMIUM CONVERSION. If applicable, pursuant to IRS Code §125, regular full-time and regular part-time employees shall pay their contribution toward health insurance on a pre-tax basis, unless the employee chooses to pay on a post-tax basis and notifies the Department of Human Resources of this request in writing.

5.540. POST RETIREMENT MEDICAL BENEFITS.

(a) Categories D, E, F, K and M. Employees who retire from City service under the provisions of the City's contract with CalPERS (minimum of age 50 and 5 years of service) are eligible for post-retirement medical benefits as stated below:

(a.1) Group A – Retirement date prior to January 1, 2008.

The City shall contribute an amount equal to that which is stated in Section 5.505 (e) for the cost of retiree medical premiums. Additionally, the City's Retiree Health Reimbursement Program will provide the retiree a monthly reimbursement amount equal to the difference between the City Contribution, as stated in Section 5.505 (e) and the retiree's premium for his/her selected medical plan.

(a.2) Group B – Retirement date on or after January 1, 2008 with an appointment date prior to July 1, 2007.

The City shall contribute an amount equal to that which is stated in Section 5.505 (e) for the cost of retiree medical premiums. Additionally, the City's Retiree Health

Reimbursement Program will provide the retiree a monthly reimbursement amount equal to the difference between the City Contribution, as stated in Section 5.505 (e) and the retiree's premium for his/her selected medical plan, subject to a cap based on the cost of the premium of the highest price plan between the CalPERS Bay Area regional HMO plans or the PERS Choice PPO plan effective January 1<sup>st</sup> of each year.

(a.3) Group C – Retirement date on or after January 1, 2008 with an appointment date on or after July 1, 2007.

The City shall contribute an amount equal to that which is stated in Section 5.505 (e) for the cost of retiree medical premiums. Additionally, the City's Retiree Health Reimbursement Program (RHR) will provide the retiree a monthly reimbursement amount equal to the difference between the City Contribution, as stated in Section 5.505 (e) and the retiree's premium for his/her selected medical plan, subject to the cap indicated in (a.3) above and according to the following vesting schedule:

#### **Vesting Schedule**

<b>City of Sunnyvale Management Years of Service</b>	<b>% of RHR paid to Retiree</b>
<b>5</b>	<b>50%</b>
<b>6</b>	<b>55%</b>
<b>7</b>	<b>60%</b>
<b>8</b>	<b>65%</b>
<b>9</b>	<b>70%</b>
<b>10</b>	<b>75%</b>
<b>11</b>	<b>80%</b>
<b>12</b>	<b>85%</b>
<b>13</b>	<b>90%</b>
<b>14</b>	<b>95%</b>
<b>15+</b>	<b>100%</b>
<b>Combined Years of Service: Minimum 15 years City of Sunnyvale service, 5 years of which must be City of Sunnyvale management service</b>	<b>100%</b>

5.550. LIFE INSURANCE. The City shall provide life insurance equal to one times annual

base salary for employees in Categories D, F and K, up to a maximum coverage of \$175,000. In addition, the employee has the option of buying additional insurance of one times his/her annual base salary up to the maximum allowable coverage. Coverage is subject to the terms and conditions of the insurance policy and to current tax law provisions.

5.560. DEPENDENT CARE REIMBURSEMENT ACCOUNT. Employees in Categories ~~B~~, D, F, ~~G~~, and ~~K~~ and ~~L~~ are provided with an option to pay for dependent care expenses on a pre-tax basis, as provided in the Internal Revenue Code.

5.561. HEALTH CARE REIMBURSEMENT ACCOUNT. Employees in Categories A, ~~B~~, D, F, ~~G~~, and ~~K~~ and ~~L~~ are provided with an option to pay for health care expenses on a pre-tax basis, as provided in the Internal Revenue Code.

5.562. COMMUTER TRANSPORTATION BENEFITS. The City shall provide a plan in accordance with the Internal Revenue Code Section 132(f) that provides an option for employees to pay for qualified work-related transportation expenses for mass transit, van pools, and parking on a pre-tax basis. The monthly election limit is regulated by the IRS.

5.600. WORKERS' COMPENSATION BENEFITS. The City self-insures for Workers' Compensation benefits. Workers' Compensation benefits will be provided as required by law. Employees who are injured on the job are to comply with the legal requirements governing the use of Workers' Compensation benefits. Employees in Categories ~~B~~, D, F, ~~G~~ and K, who are eligible for temporary disability payments under Workers' Compensation law, shall receive salary continuation from the City's disability program for the first 60 calendar days of temporary disability. Pursuant to current tax laws, a portion of salary continuation, in lieu of temporary disability payments, is exempt from federal and state withholding taxes. The amount of tax-free salary continuation is up to 2/3 of an employee's average wage, subject to minimums and maximums set by state law. Employees who remain temporarily totally disabled after 90 calendar days shall receive temporary disability payments directly from the City's Workers' Compensation third party administrator.

5.700. RETIREMENT SYSTEMS. The City shall provide a retirement system to eligible employees and to members of the City Council who elect to join the California Public Employees' Retirement System, in accordance with the provisions of the City Charter, and as specifically described herein.

5.710. CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CalPERS). The City shall contract with the State of California Public Employees' Retirement System (CalPERS) for retirement plans for qualified Safety and Miscellaneous employees. Both plans

shall include the 1959 Survivor Benefits. Miscellaneous and Safety employees, and members of the City Council who have elected CalPERS membership, receive the 1959 Survivor Benefit at the increased benefit level (Third Level). Miscellaneous and Safety employees are eligible for the optional Military Buy-Back benefit (Military Service Credit as Public Service).

5.711. CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM. QUALIFIED EMPLOYEES. Qualified employees are those in Categories A, B, C, D, E, F, G, K, L, M and those employees in any other Category who are required by CalPERS to be covered. In addition, members of the City Council are qualified to participate in the California Public Employees Retirement System and may elect optional membership in CalPERS.

5.715. PUBLIC AGENCY RETIREMENT SYSTEM (PARS). In appropriate situations for employees hired on or after July 1, 1996, who retire in good standing, City agrees to provide a supplemental retirement benefit through the Public Agency Retirement System (PARS) so that the employee's retirement benefit equals what the employee would have received from CalPERS had the employee been hired by the City prior to July 1, 1996 as outlined in the CalPERS Circular Letter No. 200-002 (circular letter available in the Department of Human Resources).

5.720. TIER 1 – 3%-AT-50 SAFETY PLAN. The City shall provide qualified Safety employees with the basic "3%-at-50" plan with the one-half continuance option under the California Public Employees' Retirement System (CalPERS). Final compensation shall be calculated using the single highest year model.

5.721. TIER 2 – 3%-AT-55 SAFETY PLAN. The City shall provide qualified Safety employees with the basic "3%-at-55" plan with the one-half continuance option under the California Public Employees' Retirement System (CalPERS). This benefit will apply to Safety employees hired after February 19, 2012. Final compensation shall be calculated using the single highest year model.

5.722. TIER 3 – 2.7%-AT-57 SAFETY PLAN. The City shall provide qualified safety employees hired beginning January 1, 2013 who are not current CalPERS members or who are not members of a reciprocal retirement system as defined by CalPERS the safety 2.7% at age 57 retirement formula with the one-half continuance option under CalPERS. Final compensation shall be calculated using the average of the three highest years model.

5.730. TIER 1 – 2.7%-AT-55 MISCELLANEOUS PLAN. The City shall provide qualified Miscellaneous employees and members of the City Council with the "2.7%-at-55" plan under the California Public Employees' Retirement System (CalPERS). Final compensation shall be calculated using the single highest year model.

5.731. TIER 2 – 2%-AT-60 MISCELLANEOUS PLAN. The City shall provide qualified Miscellaneous employees and members of the City Council hired/appointed beginning in the last full pay period in December 2012 the Local Miscellaneous 2.0% at age 60 retirement formula. Final compensation shall be calculated using the single highest year model. Employees hired on or after January 1, 2013 who are current CalPERS members or who are members of a reciprocal retirement system, as defined by CalPERS shall also receive the 2% at 60 retirement plan.

5.732. TIER 3 – 2%-AT-62 MISCELLANEOUS PLAN. The City shall provide qualified Miscellaneous employees and members of the City Council hired/appointed beginning January 1, 2013 who are not current CalPERS members or who are not members of a reciprocal retirement system as defined by CalPERS the Local Miscellaneous 2.0% at age 62 retirement formula. Final compensation shall be calculated using the average of the three highest years model.

5.740. CalPERS CONTRIBUTION.

(a) Effective July 17, 2016, employees in categories D, F (except for the Director of Public Safety), and K who are also in Tier 1, shall be responsible for contributing 4% of the member contribution, and the City shall contribute 4%; such payment shall be made pursuant to IRC Section 414(h)(2). The City will report the value of the Employer Paid Member Contribution (EPMC) of 4% as additional compensation.

(b) Effective July 17, 2016, employees in categories D, F and K in Tier 2 shall be responsible for contributing 3% of the member contribution, and the City shall contribute 4%; such payment shall be made pursuant to IRC Section 414(h)(2). The City will report the value of the Employer Paid Member Contribution (EPMC) of 4% as additional compensation.

(c) Employees in categories D, F and K in Tier 3 shall be responsible for paying 50% of the normal cost toward their retirement.

(d) Effective July 17, 2016, the Director of Public Safety shall be responsible for paying 3% of the member contribution, and the City shall contribute 6%; such payment shall be made pursuant to IRC Section 414(h)(2). In addition, the City shall continue to pay to CalPERS a total of 2.25% of the employee's salary to fund the cost of the single highest year retirement benefit. The City will report the value of the Employer Paid Member Contribution (EPMC) of 6% as additional compensation.

(e) For employees in other Categories who are required by the CalPERS to be covered, such as City Council members who elect to enroll in CalPERS and eligible casual employees, the employee shall be responsible for the full normal member contribution to CalPERS.

5.750. SOCIAL SECURITY. FICA PORTION. All employees not covered by CalPERS shall be covered by Social Security/FICA. The employee and the City will each contribute the mandated percentage of the employee's wages toward the cost of Social Security/FICA. No Social Security/FICA will be withheld for retired CalPERS members who return to work as a temporary employee.

6.000. SPECIAL PROVISIONS. Those provisions which are in a non-pay category, but which confer a benefit on an employee, are provided in accordance with the provisions in the Administrative Policy Manual.

6.100. WORK SCHEDULES. Employees in the Civil Service are to work in accordance with the schedules, shifts, tours of duty and work periods or cycles established by their respective departments in accordance with the provisions of the applicable MOU or the Administrative Policy Manual as the same now exists or is hereafter amended.

6.150. FLEX SCHEDULES. DESIGNATED CATEGORY B EMPLOYEES. Category B employees, designated under the terms of the applicable MOU as exempt under the Fair Labor Standards Act, may have their work schedules adjusted, at the discretion of their managers, in order to minimize the cost of overtime pay. Such adjustments shall be made in accordance with the provisions of the applicable MOU.

6.200. ALTERNATE SCHEDULES. MANAGEMENT EMPLOYEES. Alternate schedules for individual employees in Categories D, E, F, and K may be authorized by the City Manager and the City Attorney in accordance with the Administrative Policy Manual.

6.300. DEFERRED COMPENSATION. Employees in Categories A, B, C, D, E, F, G, K and L and members of the City Council shall be entitled to participate in a 457 deferred compensation plan approved by the City. For employees in Categories D, E, F and K, a 401 (a) plan is available and procedures for contribution to such plan will be established by the City. With respect to any employee in Categories D, F and K who enrolls in any of the two deferred compensation plans (457 or 401 (a)), the City shall contribute to such plan on behalf of the employee an amount equal to 2% of the employee's gross pay per pay period. Such employees shall not be entitled to receive any or all of such payment except as payment into a deferred compensation account.

6.400. YOUTH PARTICIPATION INCENTIVES. Incentive Payments may be made in accordance with 29 USC § 2854, to provide incentives for recognition and achievements of the participants in the youth activities through the Department of Employment Development.

6.500. AUTOMOBILE ALLOWANCE. Any Management employee authorized and

assigned exclusive use of a City vehicle on a 24-hour basis may, at the option of the employee, receive a car allowance, payable monthly, in lieu of the assignment and authorization to use such City vehicle. Such car allowance is only available while the employee is actively at work (i.e., not absent from work for more than one month, irrespective of reason). When not actively at work, the automobile allowance will cease the first of the month following the last date the employee is actively at work. A Management employee in Category D, E and M who is not assigned exclusive use of a City vehicle and who ordinarily does not have access to pool vehicles at his or her work site and who averages 300 or more miles per month of City business travel in his or her own personal vehicle, excluding normal travel to and from work, shall be eligible for a car allowance. This option shall not be available in the event the City Manager or the employee's Department Director determines that the vehicle assigned is a special purpose vehicle or a vehicle especially equipped so that it cannot be adequately replaced by the employee's private vehicle. Effective July 1, 2007, the monthly vehicle allowance for Department Directors will be \$450.00 and for designated management employees \$310.00. The City Manager may authorize a change in this allowance in accordance with the change in the IRS standard mileage rate.

6.600. RELOCATION ASSISTANCE. Employees in Categories D, E, K and M may be offered up to \$5,000 of relocation assistance, including expenses incurred in connection with the final trip for employee and immediate family to the area, provided that their primary residence at the time they receive their offer of employment with the City is located outside a 50-mile radius of the City and they move to a location within Santa Clara County within 1 year of appointment. In addition, these employees are also eligible for interim living expenses, at the maximum rate of \$100 per day for a period not to exceed 30 days, incurred while searching for a new residence. Category F employees may be offered up to the full cost of relocation assistance, including interim living expenses, if they move into the City limits within 1 year of appointment. Such assistance may be taxable to the employee. This assistance must be documented in the offer letter to the employee.

6.700. EXECUTIVE MORTGAGE ASSISTANCE PROGRAM. Category F employees are eligible for benefits provided pursuant to the Executive Mortgage Assistance Program. Provisions of the program have been approved through separate resolution and may be amended as necessary.

7.000. ADMINISTRATION. CLASSIFIED SERVICE AND UNCLASSIFIED MANAGEMENT. The Pay Plan for all City employees shall be administered by the City Manager in accordance with policies stated herein and in the Administrative Policy Manual and any



applicable MOU. The City Manager shall issue such rules and procedures as are necessary to put the policies into effect.

7.100. HOURLY RATES. Employees in Categories A, B, C, G and L at the time of appointment are ordinarily assigned the hourly rate in the first step of the pay range. In cases where it is necessary to attract qualified personnel the employee may be assigned the hourly rate in the second or third step of the pay range. Under extraordinary circumstances, employees may be assigned to a higher step than the first step of the pay range, upon recommendation of the Department Director and approval of the City Manager.

7.105. SALARY RATES. The minimum rate at which employees in Categories D, E, F, K and M may be hired is 85.0% of the Control Point for that classification; the maximum is 100% of Control Point. Appointments made above 95.0% of Control Point require recommendation of the Department Director, and approval of the City Manager for all, but Category K. Determinations on Category K employees are made by the City Attorney.

7.110. CONTROL POINTS AND SALARY RANGES. MANAGEMENT. Control Points for Management classifications are as established in Exhibit "A" (posted Salary Tables). The range for each classification extends from 85.0% of the Control Point up to the Control Point (100%).

7.115. DIFFERENTIAL PAY. MANAGEMENT. In the event that a pay differential of less than 15% is identified between the Control Point for a Management classification and the top step base salary for a direct-report non-management classification, a department director may recommend a pay differential of up to 15%. The differential will not be applied automatically, and an identifiable need for such differential must exist prior to providing the differential pay. All differentials require review by the Director of Human Resources and approval of the City Manager.

7.120. MERIT INCREASE. NONMANAGEMENT. Upon completion of 13 pay periods, employees in Categories A, B, C and G may be assigned the next step in the pay range to which the classification is assigned. Such merit increases shall not be approved unless the employee's work performance is acceptable. Consideration for each subsequent one step merit adjustment is given at 26 pay period intervals until the employee's hourly pay rate reaches the top step of the pay range. Increases may be granted effective with the pay period immediately following the anniversary date.

Upon completion of 6 months of continuous City service, employees in Category L may be assigned the next step in the pay range to which the classification is assigned. Such merit increase

shall not be approved unless the employee's work performance is acceptable. Consideration for each subsequent one step merit adjustment is given upon completion of intervals of 12 months of continuous service until the employee's hourly pay rate reaches the top step of the pay range. Increases may be granted effective with the pay period immediately following completion of the requisite hours.

7.130. MERIT INCREASE. MANAGEMENT. Upon completion of 13 pay periods of service, employees in Categories D, F and K who receive an overall rating of achieves or exceeds expectations on their most recent performance evaluation may receive an increase in salary above the rate to which they were initially assigned, up to but not exceeding the Control Point.

The pay rate for employees in Categories D, F and K will be considered for adjustment beyond that granted after the first 13 pay periods of service following the completion of 26 pay periods from the prior increase in salary, up to but not exceeding the Control Point. Increases in salary shall be granted effective with the pay period immediately following the completion of 26 pay periods. The pay rate adjustment is subject to an overall rating of achieves or exceeds expectations on the employee's most recent performance evaluation. Increases of more than 5% require approval of the City Manager.

7.140. PROMOTION. NONMANAGEMENT. Upon promotion to a full-time non-management classification having an assigned pay range greater than the classification from which the employee is being promoted, employees in Categories A, B, C and G shall be entitled either to that hourly pay step in the pay range of the higher class which is at least 5% above the employee's current hourly step rate, or that step the employee would have received within 2 pay periods had the promotion not been made, provided the increase does not exceed the rate contained in the top salary step. Thereafter, the employee will be considered for merit increases in the same manner as other probationary employees.

Upon promotion to a regular part-time classification having an assigned pay range greater than the classification from which the employee is being promoted, the employee shall be entitled to that hourly pay step in the pay range of the higher classification which is at least 5% above the employee's current hourly step rate, provided the increase does not exceed the rate contained in the 5th salary step. Thereafter, the employee will be considered for merit increases in the same manner as other probationary employees.

7.150. PROMOTION. MANAGEMENT. Employees in Category D and E who are promoted to a classification which has been assigned a Control Point greater than the classification from which the employee is being promoted shall be entitled to assignment to a pay rate in the new

salary range which provides at least 5% above the employee's current hourly rate, or the rate which the employee would have received with a meeting or exceeding expectation of performance within 2 pay periods had the promotion not been made, provided the increase does not exceed 95.0% of the Control Point for the new classification, except that upon recommendation of the Department Director and approval of the City Manager, the promoted employee's pay rate may be set at up to 100% of such Control Point. Employees in Category K who are promoted in similar circumstances shall likewise receive an increase, subject to the determination of the City Attorney. Thereafter, the employee is considered for merit increases in the same manner as other Management employees.

7.160. PROVISIONAL APPOINTMENT. The pay periods of service of a probationary or regular employee shall not be affected by a provisional appointment. Merit pay increases are to be considered as though the employee had not accepted the provisional appointment.

7.170. GRANT FUNDED EMPLOYMENT.

(a) The City may hire employees in grant-funded (limited duration) positions where the position is funded by grant funds or similar types of non-City funding sources.

(b) Job classification titles for grant-funded positions shall be distinct from job classification titles for regular positions.

(c) Prospective employees shall be informed of the duration of the appointment in the job announcement and at the time of employment, and shall be advised of and acknowledge in writing the impact of the grant-funded (limited duration) status, including that the City has the authority to terminate employment at the completion of the grant or for reduction or loss of grant funding.

(d) Unless otherwise stated by the funding source or agency, if the appointment is for a period of twelve months or more, employees in grant-funded positions shall receive the same benefits as regular employees. Employees who will be working a full-time schedule in a management classification will be included in the Sunnyvale Managers Association bargaining unit; employees who will be working a full-time schedule in a non-management classification will be included in the Sunnyvale Employees Association bargaining unit; and employees who will be working a schedule of 1,092 -1,716 hours per fiscal year will be included in the Services Employees International Union bargaining unit.

(e) If the appointment is for less than twelve months, employees shall be employed in the unclassified service as temporary employees. Temporary employees are unrepresented, are eligible for only those benefits applicable to this category of employment, and are limited to 900 hours of work in the fiscal year.

(f) Should an employee who was originally hired to fill a grant-funded position of twelve months or more be later appointed to a regular position, his/her hire date will be the date that service commenced in the grant-funded position.

7.180. TERM LIMITED EMPLOYMENT.

(a) Term limited appointments are designed for limited duration projects, and shall not be used to displace regular bargaining unit represented positions. There shall be no adverse effect on the bargaining units, as all bargaining unit members shall continue to receive full protections under existing MOUs. The intent behind Term Limited positions is to avoid layoffs – i.e., avoid hiring and then laying off employees retained to perform work of a limited duration. The assignment of regular employees to perform work related to the limited duration project with Term Limited employees used to provide backfill for the work of regular employees shall not be considered displacement of regular bargaining unit represented positions.

(b) Term Limited positions are different from Grant Funded employment as described in 7.170 above, in that Term Limited appointments shall be tied to a budget for a specific project or projects of limited anticipated duration.

(c) Term Limited appointments must be approved by the City Manager.

(d) Term Limited appointments are “at-will” and may be terminated at any time with or without cause. Further, the City has the authority to terminate employment at the completion of the specified term, or prior to the specified term due to lack of funding or other budgetary constraints, or lack of work.

(e) Term Limited appointments shall specify their duration, and shall not exceed two years, except under special circumstances approved by the City Manager, in which case the term may be extended by no more than 1 year. Such positions are not intended to replace regular, budgeted positions. Duration in position is counted from hire date and is not based on work hours.

(f) Term Limited positions shall be subject to membership in the applicable bargaining unit and shall receive the full benefits applicable to their bargaining unit, except as limited by their “at-will” status.

(g) Prospective employees shall be informed of the duration of the appointment in the job announcement and at the time of employment, and shall be advised of and acknowledge in writing the impact of the Term Limited status, including that the City has the authority to terminate employment at the completion of the term, or prior to the specified term due to lack of funding or other budgetary constraints, or lack of work. Prospective employees shall also be advised of and acknowledge in writing their status as at-will employees and the City’s ability to terminate their

employment for any reason with or without cause.

(h) At the request of any bargaining unit, the City will meet with bargaining unit representatives no less than twice a year to hear and resolve any concerns about the Term Limited program.

There shall be no more than twenty-seven (27) Term Limited employees in the SEA bargaining Unit. However, a regular SEA employee in an out of class assignment (either within or outside of the bargaining unit) shall not count against the twenty-seven (27).

8.000. CASUAL/TEMPORARY PAY RATE ASSIGNMENTS AND STEP INCREASES. Pay rate assignments and pay step increases for Casual/Temporary employees shall be administered by the City Manager in accordance with the policies stated herein. The City Manager shall promulgate such rules and procedures as are necessary to put said policies into effect.

Casual/Temporary employees at the time of appointment are ordinarily assigned the hourly rate in the first step of the pay range; however, the department may assign employees to a higher step based on qualifications and experience, and/or specific job functions, or in cases where it is necessary to attract qualified personnel. Casual/Temporary employees may be considered for an initial merit step increase after completion of 1040 hours of service and additional merit step increases upon completion of intervals of 2080 hours of service up to top step. However, a merit increase shall not be approved unless the employee's work performance is rated satisfactory or better. In situations where the above hour criteria for merit increases is not reasonable given the nature of a Casual/Temporary assignment, individual departments may assign a Casual/Temporary employee to the next step in the series upon completion of a minimum of 12 months of service in the current job classification and step, and a minimum number of hours worked as established by the department.

8.100. REDUCED TIME JOB STATUS PROGRAM. CATEGORY G. Designated classifications within Category G may work a reduced time work job share schedule pursuant to the provisions of the Reduced Time Job Status Program.

9.000. PAY BASIS. An eligible employee may be paid under multiple pay ranges or scheduled amounts in any given pay period, in addition to working out of class, on special assignment or under special circumstances.

10.000. EFFECTIVE DATE. Unless otherwise specifically indicated, all provisions herein contained shall be effective as of the date of posting. This version of the Salary Resolution supersedes any prior versions and amendments thereto.

---

Posted: ~~December 13, 2016~~May 23, 2017

## Section 1

**City of Sunnyvale**  
**Salary Table - Regular Full-Time and Part-Time Classifications**

Draft Confidential Salary Table  
Effective 7/3/2016

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
1001	ACCOUNTANT-CONFIDENTIAL	CONF	G	658	36.1640	37.9721	39.8707	41.8643	43.9575	46.1553	7/3/2016
1101	ADMINISTRATIVE AIDE-CONFIDENTIAL	CONF	G	640	32.8255	34.4669	36.1901	37.9997	39.8997	41.8947	7/3/2016
6000	ADMINISTRATIVE SECRETARY	CONF	G	105	29.4856	30.9599	32.5079	34.1332	35.8399	37.6319	7/3/2016
6410	EXECUTIVE ASSISTANT	CONF	G	166	34.4665	36.1899	37.9994	39.8994	41.8944	43.9891	7/3/2016
1450	HUMAN RESOURCES ANALYST	CONF	G	187	38.0336	39.9353	41.9321	44.0287	46.2301	48.5416	7/3/2016
1775	HUMAN RESOURCES TECHNICIAN	CONF	G	638	32.8255	34.4669	36.1901	37.9997	39.8997	41.8947	7/3/2016
2455	I.T. COORDINATOR-CONFIDENTIAL	CONF	G	685	41.6148	43.6956	45.8804	48.1744	50.5830	53.1123	7/3/2016
6100	LEGAL SECRETARY	CONF	G	137	29.5931	31.0728	32.6263	34.2576	35.9705	37.7690	7/3/2016
6210	OFFICE ASSISTANT-CONFIDENTIAL	CONF	G	676	22.0106	23.1108	24.2665	25.4798	26.7539	28.0915	7/3/2016
1060	PARALEGAL	CONF	G	637	36.1640	37.9721	39.8707	41.8643	43.9575	46.1553	7/3/2016
1015	PAYROLL SUPERVISOR	CONF	G	675	39.7803	41.7693	43.8578	46.0509	48.3533	50.7710	7/3/2016
6855	PAYROLL TECHNICIAN I	CONF	G	703	24.2669	25.4803	26.7542	28.0919	29.4963	30.9712	7/3/2016
6857	PAYROLL TECHNICIAN II	CONF	G	705	27.7678	29.1562	30.6141	32.1447	33.7519	35.4395	7/3/2016
6860	PAYROLL TECHNICIAN III	CONF	G	686	31.4707	33.0443	34.6964	36.4313	38.2527	40.1654	7/3/2016
6301	PRINCIPAL OFFICE ASSISTANT-CONFIDENTIAL	CONF	G	102	31.1344	32.6911	34.3257	36.0420	37.8441	39.7363	7/3/2016
1460	SR HUMAN RESOURCES ANALYST	CONF	G	684	41.8370	43.9289	46.1253	48.4317	50.8532	53.3960	7/3/2016
6501	SR OFFICE ASSISTANT-CONFIDENTIAL	CONF	G	644	27.4710	28.8445	30.2868	31.8012	33.3912	35.0606	7/3/2016
2203	SR PROGRAMMER ANALYST-CONFIDENTIAL	CONF	G	659	47.3486	49.7161	52.2019	54.8120	57.5526	60.4301	7/3/2016
6651	STAFF OFFICE ASSISTANT-CONFIDENTIAL	CONF	G	109	24.2669	25.4803	26.7542	28.0919	29.4963	30.9712	7/3/2016

Notes

CONF and Mgmt-CONF:

In addition to base pay, employees assigned to Confidential classifications receive a 3.5% confidential premium.

**Assignments of Grade and Pay Ranges to Pay Plan as Referenced in the Salary Resolution****CONF:**

Category G, applies to Classified Confidential Employees

Pay rates for **Categories A, B, C, G and L** consist of hourly pay rates for each available step in each classification

**City of Sunnyvale**  
**Salary Table - Regular Full-Time and Part-Time Classifications**

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
1001	ACCOUNTANT-CONFIDENTIAL	CONF	G	658	37.6106	39.4910	41.4655	43.5389	45.7158	48.0015	7/2/2017
1101	ADMINISTRATIVE AIDE-CONFIDENTIAL	CONF	G	640	34.1385	35.8456	37.6377	39.5197	41.4957	43.5705	7/2/2017
6000	ADMINISTRATIVE SECRETARY	CONF	G	105	30.6650	32.1983	33.8082	35.4985	37.2735	39.1372	7/2/2017
6410	EXECUTIVE ASSISTANT	CONF	G	166	35.8452	37.6375	39.5194	41.4954	43.5702	45.7487	7/2/2017
1450	HUMAN RESOURCES ANALYST	CONF	G	187	39.5549	41.5327	43.6094	45.7898	48.0793	50.4833	7/2/2017
1775	HUMAN RESOURCES TECHNICIAN	CONF	G	638	34.1385	35.8456	37.6377	39.5197	41.4957	43.5705	7/2/2017
2455	I.T. COORDINATOR-CONFIDENTIAL	CONF	G	685	43.2794	45.4434	47.7156	50.1014	52.6063	55.2368	7/2/2017
6100	LEGAL SECRETARY	CONF	G	137	30.7768	32.3157	33.9314	35.6279	37.4093	39.2798	7/2/2017
6210	OFFICE ASSISTANT-CONFIDENTIAL	CONF	G	676	22.8910	24.0352	25.2372	26.4990	27.8241	29.2152	7/2/2017
1060	PARALEGAL	CONF	G	637	37.6106	39.4910	41.4655	43.5389	45.7158	48.0015	7/2/2017
1015	PAYROLL SUPERVISOR	CONF	G	675	41.3715	43.4401	45.6121	47.8929	50.2874	52.8018	7/2/2017
6855	PAYROLL TECHNICIAN I	CONF	G	703	25.2376	26.4995	27.8244	29.2156	30.6762	32.2100	7/2/2017
6857	PAYROLL TECHNICIAN II	CONF	G	705	28.8785	30.3224	31.8387	33.4305	35.1020	36.8571	7/2/2017
6860	PAYROLL TECHNICIAN III	CONF	G	686	32.7295	34.3661	36.0843	37.8886	39.7828	41.7720	7/2/2017
6301	PRINCIPAL OFFICE ASSISTANT-CONFIDENTIAL	CONF	G	102	32.3798	33.9987	35.6987	37.4837	39.3579	41.3258	7/2/2017
1460	SR HUMAN RESOURCES ANALYST	CONF	G	684	43.5105	45.6861	47.9703	50.3690	52.8873	55.5318	7/2/2017
6501	SR OFFICE ASSISTANT-CONFIDENTIAL	CONF	G	644	28.5698	29.9983	31.4983	33.0732	34.7268	36.4630	7/2/2017
2203	SR PROGRAMMER ANALYST-CONFIDENTIAL	CONF	G	659	49.2425	51.7047	54.2900	57.0045	59.8547	62.8473	7/2/2017
6651	STAFF OFFICE ASSISTANT-CONFIDENTIAL	CONF	G	109	25.2376	26.4995	27.8244	29.2156	30.6762	32.2100	7/2/2017

**Notes**

CONF and Mgmt-CONF:

In addition to base pay, employees assigned to Confidential classifications receive a 3.5% confidential premium.

**Assignments of Grade and Pay Ranges to Pay Plan as Referenced in the Salary Resolution****CONF:**

Category G, applies to Classified Confidential Employees

Pay rates for **Categories A, B, C, G and L** consist of hourly pay rates for each available step in each classification



**City of Sunnyvale**  
**Salary Table - Regular Full-Time and Part-Time Classifications**

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
1001	ACCOUNTANT-CONFIDENTIAL	CONF	G	658	38.3628	40.2808	42.2948	44.4097	46.6301	48.9615	7/1/2018
1101	ADMINISTRATIVE AIDE-CONFIDENTIAL	CONF	G	640	34.8213	36.5625	38.3905	40.3101	42.3256	44.4419	7/1/2018
6000	ADMINISTRATIVE SECRETARY	CONF	G	105	31.2783	32.8423	34.4844	36.2085	38.0190	39.9199	7/1/2018
6410	EXECUTIVE ASSISTANT	CONF	G	166	36.5621	38.3903	40.3098	42.3253	44.4416	46.6637	7/1/2018
1450	HUMAN RESOURCES ANALYST	CONF	G	187	40.3460	42.3634	44.4816	46.7056	49.0409	51.4930	7/1/2018
1775	HUMAN RESOURCES TECHNICIAN	CONF	G	638	34.8213	36.5625	38.3905	40.3101	42.3256	44.4419	7/1/2018
2455	I.T. COORDINATOR-CONFIDENTIAL	CONF	G	685	44.1450	46.3523	48.6699	51.1034	53.6584	56.3415	7/1/2018
6100	LEGAL SECRETARY	CONF	G	137	31.3923	32.9620	34.6100	36.3405	38.1575	40.0654	7/1/2018
6210	OFFICE ASSISTANT-CONFIDENTIAL	CONF	G	676	23.3488	24.5159	25.7419	27.0290	28.3806	29.7995	7/1/2018
1060	PARALEGAL	CONF	G	637	38.3628	40.2808	42.2948	44.4097	46.6301	48.9615	7/1/2018
1015	PAYROLL SUPERVISOR	CONF	G	675	42.1989	44.3089	46.5243	48.8508	51.2931	53.8578	7/1/2018
6855	PAYROLL TECHNICIAN I	CONF	G	703	25.7424	27.0295	28.3809	29.7999	31.2897	32.8542	7/1/2018
6857	PAYROLL TECHNICIAN II	CONF	G	705	29.4561	30.9288	32.4755	34.0991	35.8040	37.5942	7/1/2018
6860	PAYROLL TECHNICIAN III	CONF	G	686	33.3841	35.0534	36.8060	38.6464	40.5785	42.6074	7/1/2018
6301	PRINCIPAL OFFICE ASSISTANT-CONFIDENTIAL	CONF	G	102	33.0274	34.6787	36.4127	38.2334	40.1451	42.1523	7/1/2018
1460	SR HUMAN RESOURCES ANALYST	CONF	G	684	44.3807	46.5998	48.9297	51.3764	53.9450	56.6424	7/1/2018
6501	SR OFFICE ASSISTANT-CONFIDENTIAL	CONF	G	644	29.1412	30.5983	32.1283	33.7347	35.4213	37.1923	7/1/2018
2203	SR PROGRAMMER ANALYST-CONFIDENTIAL	CONF	G	659	50.2274	52.7388	55.3758	58.1446	61.0518	64.1042	7/1/2018
6651	STAFF OFFICE ASSISTANT-CONFIDENTIAL	CONF	G	109	25.7424	27.0295	28.3809	29.7999	31.2897	32.8542	7/1/2018

**Notes**

CONF and Mgmt-CONF:

In addition to base pay, employees assigned to Confidential classifications receive a 3.5% confidential premium.

**Assignments of Grade and Pay Ranges to Pay Plan as Referenced in the Salary Resolution****CONF:**

Category G, applies to Classified Confidential Employees

Pay rates for **Categories A, B, C, G and L** consist of hourly pay rates for each available step in each classification



# City of Sunnyvale

## Agenda Item

---

**17-0558**

**Agenda Date: 5/23/2017**

---

**SUBJECT**

Adopt Ordinance No. 3116-17 Awarding Nonexclusive Franchise to Yellow Checker Cab Company, Inc., dba Checker Cab of Silicon Valley and dba Rainbow Cab

**RECOMMENDATION**

Adopt Ordinance No. 3116-17.

**ATTACHMENT**

1. Ordinance No. 3116-17

## ORDINANCE NO. 3116-17

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
SUNNYVALE AWARDING NONEXCLUSIVE FRANCHISE TO  
YELLOW CHECKER CAB COMPANY, INC., DBA CHECKER  
CAB OF SILICON VALLEY AND DBA RAINBOW CAB**

WHEREAS, Chapter 5.36 of the Sunnyvale Municipal Code establishes a procedure for the consideration and award of nonexclusive taxi franchises by the City of Sunnyvale; and

WHEREAS, Yellow Checker Cab Company, Inc., dba Checker Cab of Silicon Valley and dba Rainbow Cab has applied for a nonexclusive taxicab franchise; and

WHEREAS, public notice in accordance with Sunnyvale Municipal Code Section 5.36.070 has been given that the City Council of the City of Sunnyvale would hold a public hearing for the purpose of determining whether to award the franchise; and

WHEREAS, the City Council finds that it would be in the best interest of the City of Sunnyvale to award a nonexclusive franchise for taxicab service to the Yellow Checker Cab Company, Inc., dba Checker Cab of Silicon Valley and dba Rainbow Cab.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SUNNYVALE DOES ORDAIN AS FOLLOWS:

**SECTION 1. FRANCHISE GRANTED.** The City of Sunnyvale hereby grants to Yellow Checker Cab Company, Inc., dba Checker Cab of Silicon Valley and dba Rainbow Cab (hereinafter "Franchisee"), a nonexclusive Franchise for taxicab service within the corporate boundaries of the City of Sunnyvale as such boundaries presently exist or as they may be changed during the term of this Franchise. The Franchisee shall conduct its operations under the Franchise in strict compliance with Sunnyvale City Charter and Chapter 5.36 of the Sunnyvale Municipal Code, and any amendments thereto, together with all applicable laws and regulations of the State of California, the United States or any regulatory agency having jurisdiction.

**SECTION 2. TERM.** The term for which this Franchise is granted shall be two years commencing May 15, 2017, and ending at 12:00 midnight on May 14, 2019. Pursuant to Sunnyvale Municipal Code section 5.38.120, the City's Director of Public Safety may approve up to two, two-year extensions, provided Franchisee remains in good standing. The total term, including any approved extensions, may not exceed six years and shall terminate no later than May 14, 2023.

**SECTION 3. CONSIDERATION.** The Franchisee shall pay quarterly to the City as consideration for the granting of this Franchise the amounts per vehicle as set forth in the City's Master Fee Schedule, which is incorporated by reference herein.

**SECTION 4. USE OF CITY STREETS.** The Franchisee hereby is given permission to use City streets for the purpose of providing taxicab service in accordance with the terms of this ordinance and the franchise agreement.

SECTION 5. GENERAL CONDITIONS. This Franchise is granted subject to the terms and conditions set forth in Exhibit A, "Taxicab Franchise and Agreement" attached and incorporated.

SECTION 6. ACCEPTANCE OF FRANCHISE TERMS AND CONDITIONS. This Franchise shall not become effective until the Franchisee accepts the Franchise by executing the Taxicab Franchise Agreement within ten (10) days after adoption of this ordinance.

SECTION 7. APPROVAL OF FRANCHISE AGREEMENT—EXECUTING AND ATTESTING. The Taxicab Franchise Agreement is hereby approved, and the City Manager is authorized to execute it on behalf of the City.

SECTION 8. 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 9. 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 that has the potential for causing a significant effect on the environment.

SECTION 10. EFFECTIVE DATE. This ordinance shall be in full force and effect thirty (30) days from and after the date of its adoption.

SECTION 11. 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 May 9, 2017, and adopted as an ordinance of the City of Sunnyvale at a regular meeting of the City Council held on \_\_\_\_\_, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

RECUSAL:

ATTEST:

APPROVED:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

Date of Attestation:

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

## **EXHIBIT A**

### **CITY OF SUNNYVALE TAXICAB FRANCHISE AND AGREEMENT (Yellow Checker Cab Company, Inc., dba Checker Cab of Silicon Valley, dba Rainbow Cab)**

THIS FRANCHISE AND AGREEMENT, dated \_\_\_\_\_, is between the CITY OF SUNNYVALE, a municipal corporation of the State of California (herein "City"), and YELLOW CHECKER CAB COMPANY, INC., DBA CHECKER CAB OF SILICON VALLEY and DBA RAINBOW CAB, a California corporation (herein "Franchisee").

#### **RECITALS**

WHEREAS, Franchisee has filed a verified application of a nonexclusive Franchise to operate a taxicab service pursuant to Chapter 5.36 of the Sunnyvale Municipal Code; and

WHEREAS, on May 23, 2017, the City Council passed and adopted Ordinance No. 3116-17, after Notice and Public Hearing, approving the award of such Franchise;

NOW, THEREFORE, in consideration of the award of a nonexclusive Franchise and of the mutual covenants and conditions as set forth herein, it is agreed as follows:

1. Grant of Non-Exclusive Franchise. City grants to Franchisee a nonexclusive Franchise to use the public streets, ways, alleys and places, as the same now or may hereafter exist, within the corporate limits of the City of Sunnyvale as they presently exist or as they may be changed during the term of this Franchise by annexations or detachments, in connection with furnishing the City of Sunnyvale and its inhabitants with taxicab service.

2. Term of Non-Exclusive Franchise. This Franchise shall be in effect for an initial term of two (2) years, beginning May 15, 2017, and ending at midnight on May 14, 2019. Pursuant to Sunnyvale Municipal Code section 5.38.120, the City's Director of Public Safety may approve up to two, two-year extensions, provided Franchisee remains in good standing. The total term, including any approved extensions, may not exceed six years and shall terminate no later than May 14, 2023.

3. Payment of Franchise Fees. The Franchisee during the term of this Franchise shall pay to the City the consideration based on the number of vehicles in service under the Franchise, as set forth in the City's Master Fee Schedule, as may be amended from time to time and which is incorporated by reference herein.

4. Franchisee Obligations.

The Franchisee shall:

A. Appear and defend all actions against the City arising out of the exercise of the Franchise and shall indemnify and save City, its officers, employees and agents harmless of and from all claims, demands, actions or causes of action of every kind and

description resulting directly or indirectly, arising out of, or in any way connected with, the exercise of the Franchise.

B. Obtain and keep in force during the term of the Franchise insurance in compliance with the requirements of Sunnyvale Municipal Code Section 5.36.300.

C. Comply with all other requirements of Sunnyvale Municipal Code Chapter 5.36 and any amendments thereto, and with all applicable laws and regulations of the State of California, and all applicable laws and regulations of the United States, or any regulatory agency having jurisdiction. Franchisee shall establish a controlled substance and alcohol certification program. The program shall be included in a written company policy. Each driver must sign for receipt of said policy, and the receipt shall be retained by Franchisee. A copy shall be provided to Department of Public Safety upon request. Every driver shall test negative for controlled substances as specified in 40 CFR Part 40 and 49 CFR Part 382.

5. Assignment of Franchise and Insolvency. The Franchise granted hereunder shall not be assignable, either voluntarily or by operation of law, without the prior approval of the City Council, by resolution. At least forty-five (45) days prior to the date for the formal transfer of such interest or ownership, the Franchisee shall so notify City in writing. If the Franchisee at any time during the term of this Franchise becomes insolvent, or if any proceeding in bankruptcy shall be instituted by or against the Franchisee, or if the Franchisee shall be adjudged bankrupt or insolvent by any court, or if a receiver or trustee in bankruptcy, or receiver of any property of the Franchisee shall be appointed in any suit or proceeding brought by or against the Franchisee, or if the Franchisee shall make an assignment for the benefit of creditors, then and in each and every such case this Franchise and the rights and privileges granted thereby shall immediately cease, and be forfeited and cancelled, without notice and without suit or other proceeding.

6. Transfer of Ownership Interest. If the Franchisee at any time during the term of this Franchise shall sell, exchange or otherwise transfer more than one-half of the equity interest in or ownership of the taxicab service business, whether with or without the property, equipment or other assets in connection therewith, permitted to be operated by the Franchise granted hereunder, the City Council shall have the right to cancel and revoke the Franchise following a hearing held after then (10) days' written notice thereof to the Franchisee. The right to cancel and revoke the Franchise shall not be triggered by any mortgage or deed of trust made in good faith by the Franchisee.

7. Amendments. This Franchise and Agreement may be amended by the City during its term with the consent of the Franchisee.

8. Compliance. The Franchise is granted to and is accepted by the Franchisee upon the express condition that the public streets, ways, alleys and places shall be used and taxicab service furnished in strict compliance with the terms of this Franchise Agreement, the Sunnyvale City Charter, and all applicable provisions of the Sunnyvale Municipal Code.

IN WITNESS WHEREOF, the parties have executed this Agreement.

**"FRANCHISEE"**

YELLOW CHECKER CAB CO., INC., DBA  
CHECKER CAB OF SILICON VALLEY and  
DBA RAINBOW CAB, a California  
corporation

By \_\_\_\_\_  
LAWRENCE SILVA  
President

**"CITY"**

CITY OF SUNNYVALE, a municipal corporation

By \_\_\_\_\_  
DEANNA J. SANTANA  
City Manager

ATTEST:

\_\_\_\_\_  
KATHLEEN FRANCO SIMMONS  
City Clerk

APPROVED AS TO FORM:

By \_\_\_\_\_  
MELISSA C. TRONQUET  
Assistant City Attorney





# City of Sunnyvale

## Agenda Item

---

**17-0556**

**Agenda Date: 5/23/2017**

---

**SUBJECT**

Adopt Ordinance No. 3117-17 Awarding Nonexclusive Franchise for Taxicab Service to A Orange Cab, Inc., dba Orange Cab

**RECOMMENDATION**

Adopt Ordinance No. 3117-17.

**ATTACHMENT**

1. Ordinance No. 3117-17

**ORDINANCE NO. 3117-17**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
SUNNYVALE AWARDING NONEXCLUSIVE FRANCHISE  
FOR TAXICAB SERVICE TO A ORANGE CAB, INC., DBA  
ORANGE CAB**

WHEREAS, Chapter 5.36 of the Sunnyvale Municipal Code establishes a procedure for the consideration and award of nonexclusive taxi franchises by the City of Sunnyvale; and

WHEREAS, A Orange Cab, Inc., doing business as Orange Cab has applied for a nonexclusive taxicab franchise; and

WHEREAS, public notice in accordance with Sunnyvale Municipal Code Section 5.36.070 has been given that the City Council of the City of Sunnyvale would hold a public hearing for the purpose of determining whether to award the franchise; and

WHEREAS, the City Council finds that it would be in the best interest of the City of Sunnyvale to award a nonexclusive franchise for taxicab service to the A Orange Cab, Inc., dba Orange Cab;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SUNNYVALE DOES ORDAIN AS FOLLOWS:

SECTION 1. FRANCHISE GRANTED. The City of Sunnyvale hereby grants to A Orange Cab, Inc., dba Orange Cab (hereinafter "Franchisee"), a nonexclusive Franchise for taxicab service within the corporate boundaries of the City of Sunnyvale as such boundaries presently exist or as they may be changed during the term of this Franchise. The Franchisee shall conduct its operations under the Franchise in strict compliance with Sunnyvale City Charter and Chapter 5.36 of the Sunnyvale Municipal Code, and any amendments thereto, together with all applicable laws and regulations of the State of California, the United States or any regulatory agency having jurisdiction.

SECTION 2. TERM. The term for which this Franchise is granted shall be two years commencing May 15, 2017, and ending at 12:00 midnight on May 14, 2019. Pursuant to Sunnyvale Municipal Code section 5.38.120, the City's Director of Public Safety may approve up to two, two-year extensions, provided Franchisee remains in good standing. The total term, including any approved extensions, may not exceed six years and shall terminate no later than May 14, 2023.

SECTION 3. CONSIDERATION. The Franchisee shall pay to the City as consideration for the granting of this Franchise the amounts per vehicle as set forth in the City's Master Fee Schedule, which is incorporated by reference herein.

SECTION 4. USE OF CITY STREETS. The Franchisee hereby is given permission to use City streets for the purpose of providing taxicab service in accordance with the terms of this ordinance and the franchise agreement.

SECTION 5. GENERAL CONDITIONS. This Franchise is granted subject to the terms and conditions set forth in Exhibit A, "Taxicab Franchise and Agreement" attached and incorporated.

SECTION 6. ACCEPTANCE OF FRANCHISE TERMS AND CONDITIONS. This Franchise shall not become effective until the Franchisee accepts the Franchise by executing the Taxicab Franchise Agreement within ten (10) days after adoption of this ordinance.

SECTION 7. APPROVAL OF FRANCHISE AGREEMENT—EXECUTING AND ATTESTING. The Taxicab Franchise Agreement is hereby approved, and the City Manager is authorized to execute it on behalf of the City.

SECTION 8. 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 9. 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 that has the potential for causing a significant effect on the environment.

SECTION 10. EFFECTIVE DATE. This ordinance shall be in full force and effect thirty (30) days from and after the date of its adoption.

SECTION 11. 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 May 9, 2017, and adopted as an ordinance of the City of Sunnyvale at a regular meeting of the City Council held on \_\_\_\_\_, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

RECUSAL:

ATTEST:

APPROVED:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

Date of Attestation:

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

## **EXHIBIT A**

### **CITY OF SUNNYVALE TAXICAB FRANCHISE AND AGREEMENT**

THIS FRANCHISE AND AGREEMENT, dated \_\_\_\_\_, is between the CITY OF SUNNYVALE, a municipal corporation of the State of California (herein "City"), and A ORANGE CAB, INC., DBA ORANGE CAB, a California corporation (herein "Franchisee").

#### **RECITALS**

WHEREAS, Franchisee has filed a verified application of a nonexclusive Franchise to operate a taxicab service pursuant to Chapter 5.36 of the Sunnyvale Municipal Code; and

WHEREAS, on May 23, 2017, the City Council passed and adopted Ordinance No. 3117-17, after Notice and Public Hearing, approving the award of such Franchise;

NOW, THEREFORE, in consideration of the award of a nonexclusive Franchise and of the mutual covenants and conditions as set forth herein, it is agreed as follows:

1. Grant of Non-Exclusive Franchise. City grants to Franchisee a nonexclusive Franchise to use the public streets, ways, alleys and places, as the same now or may hereafter exist, within the corporate limits of the City of Sunnyvale as they presently exist or as they may be changed during the term of this Franchise by annexations or detachments, in connection with furnishing the City of Sunnyvale and its inhabitants with taxicab service.

2. Term of Non-Exclusive Franchise. This Franchise shall be in effect for an initial term of two (2) years, beginning May 15, 2017, and ending at midnight on May 14, 2019. Pursuant to Sunnyvale Municipal Code section 5.38.120, the City's Director of Public Safety may approve up to two, two-year extensions, provided Franchisee remains in good standing. The total term, including any approved extensions, may not exceed six years and shall terminate no later than May 14, 2023.

3. Payment of Franchise Fees. The Franchisee during the term of this Franchise shall pay to the City the consideration based on the number of vehicles in service under the Franchise, as set forth in the City's Master Fee Schedule, as may be amended from time to time and which is incorporated by reference herein.

4. Franchisee Obligations.

The Franchisee shall:

A. Appear and defend all actions against the City arising out of the exercise of the Franchise and shall indemnify and save City, its officers, employees and agents harmless of and from all claims, demands, actions or causes of action of every kind and description resulting directly or indirectly, arising out of, or in any way connected with, the exercise of the Franchise.

B. Obtain and keep in force during the term of the Franchise insurance in compliance with the requirements of Sunnyvale Municipal Code Section 5.36.300.

C. Comply with all other requirements of Sunnyvale Municipal Code Chapter 5.36 and any amendments thereto, and with all applicable laws and regulations of the State of California, and all applicable laws and regulations of the United States, or any regulatory agency having jurisdiction. Franchisee shall establish a controlled substance and alcohol certification program. The program shall be included in a written company policy. Each driver must sign for receipt of said policy, and the receipt shall be retained by Franchisee. A copy shall be provided to Department of Public Safety upon request. Every driver shall test negative for controlled substances as specified in 40 CFR Part 40 and 49 CFR Part 382.

5. Assignment of Franchise and Insolvency. The Franchise granted hereunder shall not be assignable, either voluntarily or by operation of law, without the prior approval of the City Council, by resolution. At least forty-five (45) days prior to the date for the formal transfer of such interest or ownership, the Franchisee shall so notify City in writing. If the Franchisee at any time during the term of this Franchise becomes insolvent, or if any proceeding in bankruptcy shall be instituted by or against the Franchisee, or if the Franchisee shall be adjudged bankrupt or insolvent by any court, or if a receiver or trustee in bankruptcy, or receiver of any property of the Franchisee shall be appointed in any suit or proceeding brought by or against the Franchisee, or if the Franchisee shall make an assignment for the benefit of creditors, then and in each and every such case this Franchise and the rights and privileges granted thereby shall immediately cease, and be forfeited and cancelled, without notice and without suit or other proceeding.

6. Transfer of Ownership Interest. If the Franchisee at any time during the term of this Franchise shall sell, exchange or otherwise transfer more than one-half of the equity interest in or ownership of the taxicab service business, whether with or without the property, equipment or other assets in connection therewith, permitted to be operated by the Franchise granted hereunder, the City Council shall have the right to cancel and revoke the Franchise following a hearing held after then (10) days' written notice thereof to the Franchisee. The right to cancel and revoke the Franchise shall not be triggered by any mortgage or deed of trust made in good faith by the Franchisee.

7. Amendments. This Franchise and Agreement may be amended by the City during its term with the consent of the Franchisee.

8. Compliance. The Franchise is granted to and is accepted by the Franchisee upon the express condition that the public streets, ways, alleys and places shall be used and taxicab service furnished in strict compliance with the terms of this Franchise Agreement, the Sunnyvale City Charter, and all applicable provisions of the Sunnyvale Municipal Code.

IN WITNESS WHEREOF, the parties have executed this Agreement.

**"FRANCHISEE"**

A ORANGE CAB, INC., DBA ORANGE  
CAB, a California corporation

By \_\_\_\_\_  
JORAWAR SINGH  
President

**"CITY"**

CITY OF SUNNYVALE, a municipal corporation

By \_\_\_\_\_  
DEANNA J. SANTANA  
City Manager

ATTEST:

\_\_\_\_\_  
KATHLEEN FRANCO-SIMMONS  
City Clerk

APPROVED AS TO FORM:

By \_\_\_\_\_  
MELISSA C. TRONQUET  
Assistant City Attorney



# City of Sunnyvale

## Agenda Item

17-0501

Agenda Date: 5/23/2017

### REPORT TO COUNCIL

#### SUBJECT

REQUEST FOR CONTINUANCE TO JULY 25, 2017

**Proposed Project:** Related applications on a 2.1-acre site:

**REZONE:** Introduction of an Ordinance to rezone the property at 1314-1320 Poplar Ave. from R-1/ECR (Low Density Residential/Precise Plan for El Camino Real) to C-2/ECR (Highway Business Commercial/Precise Plan for El Camino Real); and

**SPECIAL DEVELOPMENT PERMIT:** Redevelop a former mobile home park (Conversion Impact Report certified and closure approved in January 2016) and existing duplex property into a 108-unit apartment complex, where 20% of units will be affordable to very low income households. The complex will consist of one five-story building (four stories above amenities and parking on the ground floor plus one level of parking underground) facing El Camino Real and one three-story building facing Poplar Ave.

**Location:** 1008 E. El Camino Real (APN 313-03-011) and 1314-1320 Poplar Ave. (APN 313-03-013)

**File #:** 2016-7293

**Applicant / Owner:** St. Anton Communities / Sunnyvale Park LLC; Alhambra Apartments LP

**Environmental Review:** Mitigated Negative Declaration

**Project Planner:** Rosemarie Zulueta, (408) 730-7437, rzulueta@sunnyvale.ca.gov

#### BACKGROUND

This item was scheduled and advertised for the Planning Commission meeting of April 24, 2017 and City Council meeting of May 23, 2017. The applicant has requested a continuance to allow additional time to redesign the project.

At the public hearing on April 24, the Planning Commission continued the item to their June 12, 2017 meeting.

The applicant requests to continue the City Council hearing to July 25, 2017. As a notice has already been published for a public hearing at the City Council on May 23, 2017, it is necessary for the City Council to continue the public hearing to July 25, 2017.

#### 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.

A notice for this project was also published in the Sunnyvale Sun on March 24, 2017 for the May 23, 2017 City Council hearing. Continuance to a date certain serves as legal notification of the



rescheduled hearing date.

**STAFF RECOMMENDATION**

Continue the public hearing to the July 25, 2017 City Council meeting.

Prepared by: Rosemarie Zulueta, Senior Planner

Reviewed by: Gerri Caruso, Principal Planner

Reviewed by: Trudi Ryan, Director, Community Development

Reviewed by: Kent Steffens, Assistant City Manager

Approved by: Deanna J. Santana, City Manager



# City of Sunnyvale

## Agenda Item

---

17-0107

Agenda Date: 5/23/2017

---

### REPORT TO COUNCIL

#### SUBJECT

Appoint Applicants to the Arts Commission, Bicycle and Pedestrian Advisory Commission, Board of Building Code Appeals, Board of Library Trustees, Heritage Preservation Commission, Housing and Human Services Commission, Parks and Recreation Commission, Personnel Board, Planning Commission and Sustainability Commission

#### DISCUSSION

The City has ten Council-appointed boards and commissions to recommend and advise City Council on specific policy-related issues for possible Council study and action, and to provide a forum and opportunity for broad community participation in the identification and prioritization of those issues. The term length for boards and commissions is four years, with staggered terms expiring June 30 of each year. Council makes appointments annually in May/June to fill seats with expiring terms to serve terms effective July 1, and fills vacancies as necessary quarterly throughout the year. Below is the list of current applicants, the applicants' preferences as indicated on their application (when the applicant has applied for more than one board or commission), and terms of appointments. The term lengths of the current openings vary, as some openings are to fill unexpired terms due to resignations or vacancies that remained following the previous recruitment process. Applicant information is available upon request from the Office of the City Clerk at [cityclerk@sunnyvale.ca.gov](mailto:cityclerk@sunnyvale.ca.gov) or (408) 730-7483.

Per Council Policy 7.2.19, *Boards and Commissions* appointments of board and commission members are placed on the City Council meeting agenda. The appointment process is conducted according to one of the following two methods, at the discretion of the Mayor:

**Individual Candidate Votes:** The Mayor will announce by board or commission each vacancy including its term, and then will read each applicant's name. Council will vote on each applicant. The candidate receiving the most affirmative votes and at least four affirmative votes will be appointed. The process is repeated for each board or commission.

**Paper Votes:** The Mayor will announce each board or commission in an order predetermined by the City Clerk to facilitate a speedy process and to accommodate applicants who specify multiple preferences. The City Clerk will distribute individual voting sheets to be completed by each Councilmember. The candidate receiving the most votes and at least four affirmative votes will be appointed.

**Resolving ties:** Should a tie between the candidates receiving the most affirmative votes occur, the affected applicants will be voted on again. If a tie still remains, and the affected applicants each have received at least four affirmative votes, the Mayor would ask the city attorney to draw the name of the person to be appointed.

Should no candidate receive at least four affirmative votes, the vacancy will remain.

Arts Commission (2 terms to 6/30/2021)

Dawna Eskridge (only preference)

Darien Laird (only preference)

Amanda Richey (2<sup>nd</sup> preference)

Bicycle and Pedestrian Advisory Commission (Category One, 2 terms to 6/30/2021)

Catherine Barry (Category One or Category Two - only preference)

Bettina Baumgartner (only preference)

Susan Bremond (Category One or Category Two - only preference)

Justin Brown (2<sup>nd</sup> preference)

Richard Condon (only preference)

Sridharan Srinivasan (Category One - 1<sup>st</sup> preference)

Scott Swail (only preference)

Bicycle and Pedestrian Advisory Commission (Category Two, 1 term to 6/30/2020)

Catherine Barry (Category One or Category Two - only preference)

Susan Bremond (Category One or Category Two - only preference)

Board of Building Code Appeals (1 term to 6/30/2021 - may serve concurrently on one additional board or commission)

Daryoush Nafar (1<sup>st</sup> preference)

Yonghong Shen (only preference)

Board of Library Trustees (1 term to 6/30/2021)

Sekari Vaidyanathan (only preference)

Heritage Preservation Commission (1 term to 6/30/2021)

Dixie Larsen (only preference)

Housing and Human Services Commission (3 terms to 6/30/2021)

Rhonda Bekkedahl (only preference)

Mason Fong (2<sup>nd</sup> preference)

Diana Gilbert (only preference)

Ken Hiremath (only preference)

Minjung Kwok (only preference)

Malahat Owrang (2<sup>nd</sup> preference)

Amanda Richey (1<sup>st</sup> preference)

Parks and Recreation Commission (2 terms to 6/30/2021)

Ralph Kenton (only preference)

Daniel McCune (only preference)

Howard Woo (1<sup>st</sup> preference)

Personnel Board (Employee-Nominated Seat, 1 term to 6/30/2020\*, Council Nominated Seat, 1 term to 6/30/2021)

Justin Brown (1<sup>st</sup> preference)  
Sridharan Srinivasan (2<sup>nd</sup> preference)

Planning Commission (1 term to 6/30/2021)

Scott Brizzolara (only preference)  
Sartaj Chancal (only preference)  
Mason Fong (1<sup>st</sup> preference)  
Daryoush Nafar (2<sup>nd</sup> preference)  
Ken Olevson (only preference)  
Neela Shukla (only preference)  
Murali Srinivasan (only preference)

Sustainability Commission (2 terms to 6/30/2021 - a minimum of one seat must be in Category Two)

Laura Alvarez-Santos (Category One - only preference)  
Mason Fong (Category One - 3<sup>rd</sup> preference)  
Adriana Imbre (Category Two - only preference)  
Stephen Joesten (Category Two - only preference)  
Malahat Owrang (Category One - 1<sup>st</sup> preference)  
Bruce Paton (Category One - only preference)  
Sheldon Tounzen (Category One - only preference)  
Howard Woo (Category One - 2<sup>nd</sup> preference)

*\*Regarding the vacancy on the Personnel Board in the employee-nominated category, City Charter Section 1007 states that two of the members of the Personnel Board shall be appointed by the City Council from a list of five persons nominated by election of the employees in the Classified Service. The Charter states that if the employees in the Classified Service do not nominate one or more persons to fill a vacancy within six months of written notification, the City Council may appoint the person directly to fill the vacancy. The six-month period for receiving nominations from employees has expired, and no nominations were received.*

Terms will be effective July 1, 2017. Following appointments, the staff liaison for each board or commission will provide a board/commission-specific orientation and each new member is required to take the Oath of Office, sign the Model of Excellence and attend the Board and Commission Orientation hosted by the Office of the City Clerk. A ceremonial oath will be offered to all incoming members.

**EXISTING POLICY**

On April 21, 2015, Council adopted revisions to Council Policy 7.2.19 *Boards and Commissions* regarding the appointment of board and commission members to allow for *paper votes* or individual candidate votes, at the discretion of the Mayor.

**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. Appoint commissioners from the applicants listed in this report.
2. Provide other direction to staff on how to proceed.

**STAFF RECOMMENDATION**

Staff makes no recommendation.

Prepared by: Lisa Natusch, Deputy City Clerk

Reviewed by: Walter C. Rossmann, Assistant City Manager

Approved by: Deanna J. Santana, City Manager



# City of Sunnyvale

## Agenda Item

---

17-0298

Agenda Date: 5/23/2017

---

### REPORT TO COUNCIL

#### **SUBJECT**

Public Hearing and Adoption of Resolution to Confirm the Annual Report and Levy and Collect an Annual Assessment for the Downtown Sunnyvale Business Improvement District for Fiscal Year 2017/2018; Public Hearing and Introduction of an Ordinance Amending Chapter 3.60, Entitled Downtown Sunnyvale Business Improvement District, of Title 3 of the Sunnyvale Municipal Code to Convert Portions of BID Zone C to BID Zone B

#### **BACKGROUND**

On April 25, 2017, the City Council approved the Fiscal Year 2016/2017 BID Annual Report, adopted a Resolution of Intention to reauthorize the Downtown Sunnyvale Business Improvement District (BID), and adopted a Resolution of Intention to Consider Proposed Conversion of Portions of BID Zone C to Zone B.

With the adoption of both resolutions, the Council set May 23, 2017 for the public hearings. The purpose of the public hearings is to provide BID businesses an opportunity to support or oppose the BID reauthorization and the zone conversion request. City Council will hear and consider protests the BID reauthorization, against the conversion of portions of Zone C to Zone B, and/or protests regarding the proposed activities of the proposed BID.

If, after each public hearing, businesses paying 50 percent or more of the total BID assessments file a protest, no further proceedings to reauthorize the BID or to convert portions of Zone C to Zone B can occur. If protests do not exceed 50 percent, staff recommends that Council adopt the Resolution to Confirm the Annual Report and Levy and Collect an Annual Assessment for Fiscal Year 2017/2018 (Attachment 1), and that Council introduce the Ordinance Amending the Sunnyvale Municipal Code, Title 3, Chapter 3.60 for Fiscal Year 2017/2018 (Attachment 2).

#### **Downtown Sunnyvale BID**

There are approximately 190 businesses located in the existing BID area, which is divided into three zones: Zone A, Zone B, and Zone C. The BID boundaries are Sunnyvale, Iowa, Mathilda and Evelyn Avenues (Attachment 1, Page 10).

The BID Board is made up of volunteers. The current Board members are:

Joe Antuzzi, Il Postale, Board Chair  
Dr. Gary Gold, Dr. Gold & Associates/Style Eyes Optique, Board Vice-Chair  
Leigh Odum, Leigh's Favorite Books & Bookasaurus  
Patricia Cunningham, Broadcom  
Katherine Correia, Broadcom  
Irene Murphy, Fibbar MaGee's

Amit Rajgarhia, Dish Dash  
Epenesa Pakola, Aloft Hotel

### **EXISTING POLICY**

Municipal Code Sections - Downtown Sunnyvale Business Improvement District:

3.60.050. Establishment of benefit assessments

3.60.060. Purpose and use of benefit assessments

3.60.090. Collection of benefit assessment

### **ENVIRONMENTAL REVIEW**

This action is not a project within the meaning of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15378(b)(4) in that it involves the creation of government funding mechanisms or other government fiscal activities that do not involve any commitment to any specific project which may result in a potentially significant impact on the environment.

### **DISCUSSION**

Per Sunnyvale Municipal Code Section 3.60.050, entitled "Establishment of benefit assessment," the formula for calculating the BID assessment amount is determined by the BID Board and enacted by the City. The BID Board included the budget and assessment formula in the Fiscal Year 2016/2017 Annual Report approved by Council on April 25, 2017.

For the BID to be reauthorized and to convert portions of Zone C to Zone B of the BID, a separate public hearing must be held for each action. The conversion of portions of Zone C to Zone B would affect businesses located on Washington Ave. (from Frances to Sunnyvale), businesses on the west side of Frances and adjacent to Plaza del Sol on Taaffe Street, and the Town Center Murphy Avenue extension including future businesses within Redwood Square. Currently, seven businesses would be converted from Zone C to Zone B for a projected increase of \$1,800 in assessments. Additional benefits to these businesses includes a Summer Music Series event at Plaza del Sol and other future events in proximity to existing and future businesses. Assessments are levied on businesses based on relative benefit from the activities to be funded.

### **Public Hearing and Protest Process**

Under Streets and Highways Code Section 36535 the City Council must conduct a public hearing, which shall be conducted as provided in the Streets and Highways Code sections 36524 and 36525, regarding protests against the furnishing of specified types of activities and improvements. A protest may be made orally or in writing by an interested person. Any protest pertaining to the regularity or sufficiency of the proceedings shall be in writing and shall clearly set forth the irregularity or defect to which the objection is made. If written protests from BID business owners paying 50 percent or more of the proposed assessments under each action are received, then a majority protest exists and no further proceedings to levy the proposed assessment or to convert portions of Zone C to Zone B shall be taken for a period of one year from May 23, 2017.

The City Council will conduct 2 public hearings. The first to determine if a majority protest exists regarding the proposed assessment and the second to determine if a majority protest exists regarding the conversion of portions of Zone C to Zone B.

The process for each public hearing is:

1. Mayor may call on the BID's Executive Director to provide an overview of BID activities.
2. Open the public hearing and hear public comments and protests that were not received prior to the conclusion of the public hearing.
3. City staff will review any written protests. If a person submitting a protest is not shown on the official records of the City of Sunnyvale as the owner of the business, then the protest shall contain or be accompanied by written evidence that the person protesting is the owner of the business. A written protest that does not include this information or does not comply with requirements shall not be counted in determining a majority protest.
4. Staff will begin logging confirmed protests at the beginning of the public hearing. If the protests are tabulated before the end of the public hearing, staff will convey the outcome and Council will be able to act.
5. If the protests are not tabulated before the end of the public hearing, Council may take a short break (five minutes for tabulation) or continue this item and move on to the next agenda item. At the conclusion of the agenda item after the tabulation is complete, the Mayor will re-open the public hearing and staff will then report the results.
6. If total protests do not exceed 50 percent or more of the BID's total proposed assessments for the first public hearing, Council may act to adopt the Resolution confirming the Downtown Sunnyvale Business Improvement District Annual Report for Fiscal Year 2016/2017 and to Levy and Collect an Annual Assessment for the BID. If protests of total assessments from the businesses affected by the proposed conversion do not exceed 50 percent or more for the second public hearing, Council may act to introduce the Ordinance Amending Chapter 3.60, entitled "Downtown Sunnyvale Business Improvement District," of Title 3 of the Sunnyvale Municipal Code.

If protests do not exceed 50 percent as described in paragraph 6 above, staff recommends that Council adopt the Resolution of the City of Sunnyvale Confirming the Annual Report and to Levy and Collect an Annual Assessment for the Downtown Sunnyvale Business Improvement District for Fiscal Year 2017/2018 (Attachment 1), Council introduce the Ordinance Amending the Sunnyvale Municipal Code, Title 3, Chapter 3.60 (Attachment 2).

### **FISCAL IMPACT**

Staff time from the Department of Finance is provided at an estimated cost of \$2,000 annually for the administration of the assessment. Because these costs are reimbursed by the BID, there is no fiscal impact to the City for providing this service.

### **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. The BID Board also emailed all BID members the meeting announcement.



Also, as required by State law, Resolution No. 816-17 adopted on April 25, 2017 was mailed to all BID members and Resolution No. 815-17 was mailed to affected businesses within the zone change request. Resolutions Nos. 816-17 and 815-17 were also published in the legal ads section of the Sunnyvale Sun on May 5, 2017.

**ALTERNATIVES**

1. Adopt the Resolution to Confirm the Annual Report and Levy and Collect an Annual Assessment for the Downtown Sunnyvale Business Improvement District for Fiscal Year 2017/2018.
2. Introduce an Ordinance Amending Chapter 3.60, entitled "Downtown Sunnyvale Business Improvement District," of the Sunnyvale Municipal Code to Convert Portions of BID Zone C to BID Zone B.
3. Do not approve the Resolution to Confirm the Annual Report and Levy and Collect an Annual Assessment for the Downtown Sunnyvale Business Improvement District for Fiscal Year 2017/2018.
4. Do not introduce the Ordinance Amending Chapter 3.60, entitled "Downtown Sunnyvale Business Improvement District," of Title 3 of the Sunnyvale Municipal Code to Convert Portions of BID Zone C to BID Zone B.

**STAFF RECOMMENDATION**

Alternatives 1 and 2: 1) Adopt the Resolution to Confirm the Annual Report and Levy and Collect an Annual Assessment for the Downtown Sunnyvale Business Improvement District for Fiscal Year 2017/2018; and 2) Introduce an Ordinance Amending Chapter 3.60, entitled "Downtown Sunnyvale Business Improvement District," Title 3 of the Sunnyvale Municipal Code to Convert Portions of BID Zone C to BID Zone B.

Prepared by: Maria Rodriguez, Administrative Analyst

Reviewed by: Connie Verceles, Economic Development Manager

Reviewed by: Walter C. Rossmann, Assistant City Manager

Approved by: Deanna J. Santana, City Manager

**ATTACHMENTS**

1. Resolution to Confirm the Annual Report and Levy and Collect an Annual Assessment for the Downtown Sunnyvale Business Improvement District for Fiscal Year 2017/2018
2. Ordinance Amending Chapter 3.60, entitled "Downtown Sunnyvale Business Improvement District," of Title 3 of the Sunnyvale Municipal Code to Convert Portions of BID Zone C to BID Zone B

## RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF SUNNYVALE CONFIRMING THE DOWNTOWN  
SUNNYVALE BUSINESS IMPROVEMENT DISTRICT  
ANNUAL REPORT FOR FY 2017/18 AND TO LEVY AND  
COLLECT AN ANNUAL ASSESSMENT FOR THE  
DOWNTOWN SUNNYVALE BUSINESS IMPROVEMENT  
DISTRICT FOR FISCAL YEAR 2017-2018**

WHEREAS, on April 25, 2017, the City Council of the City of Sunnyvale (the "City") adopted two resolutions: Resolution of Intention Declaring Intention to Convert Portions of Zone C to Zone B within the Existing Boundaries of the Downtown Sunnyvale Business Improvement District (Resolution No. 815-17) and Resolution of Intention to Levy and Collect an Assessment and to Reauthorize the Downtown Sunnyvale Business Improvement District (Resolution No. 816-17) (the "District"), to levy and collect a benefit assessment on all businesses, trades, professions, and vendors within said District, the proceeds of which shall be used for the public purposes herein described in the Parking and Business Improvement Area Law of 1989, (commencing with Section 36500), of the California Streets and Highways Code (the "Act") and Title 3, Chapter 3.60 of the Sunnyvale Municipal Code; and

WHEREAS, the City Council conducted a public hearing on the reauthorization of the assessment, having given due notice thereof as required by law, on May 23, 2017, beginning at 7:00 p.m. at City Hall, 456 West Olive Avenue, Sunnyvale, California, and every interested person was provided an opportunity to object to or protest the report, the proposed improvements and the activities to be funded from levy of the assessments.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUNNYVALE:

1. Report. The City Council hereby confirms the Business Improvement District Annual Report for FY 2017-2018 ("Annual Report") as set forth in Exhibit A.
2. Boundaries. The City Council hereby approves of the boundaries of the Business Improvement District and the benefit zones within the area as set forth in Exhibit B.
3. Assessment. The City Council finds that the amount of the assessments has fairly and properly apportioned the cost of the improvements to each business in the District in proportion to the estimated benefits to be received by each business. The City Council hereby confirms the assessment and levies each individual assessment, as provided for in the Annual Report, for fiscal year 2017-2018.

4. Protest Hearing. The City Council conducted a hearing concerning the reauthorization of the business improvement district. At the conclusion of the public hearing, the City Council considered comments from the affected businesses, considered modifications in the report, and confirmed the report as originally filed or as changed by it, which constitute the levy of the assessment for the fiscal year 2017-2018.

5. Method of Collection. The benefit assessment for Downtown Sunnyvale businesses shall be billed and collected by July 30, 2017. Payments will be considered late if not received on or before the due date listed on the invoice. The business will accrue late fees for every 30 days delinquent after the original due date. A 10% late penalty will be assessed to in addition to the assessment amount for every 30 days payment is late. The penalty fees will be accrued for up to five months after original due date. If payment is not received after five months, the City will forward delinquent accounts to collections agency for further action. Once the business is assigned to the collections agency, additional fees will accrue.

Adopted by the City Council at a regular meeting held on \_\_\_\_\_, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

RECUSAL:

ATTEST:

APPROVED:

\_\_\_\_\_  
City Clerk

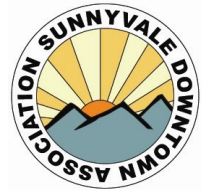
\_\_\_\_\_  
Mayor

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

## **EXHIBIT A**



March 1, 2017

TO: Mayor and City Council members  
City of Sunnyvale

FROM: Joel Wyrick & The BID Board  
Sunnyvale Downtown Association (SDA)

RE: State of the BID/SDA

Dear Sirs and Ma'am,

First of all, I'd like to thank the City of Sunnyvale, the Mayor and City Council for your continued support. We are looking forward to another great year for the City of Sunnyvale. On January 4, 2017, the Board of Director's approved the renewal of the BID. Attached (Exhibit A) is a copy of the SDA's expense & revenue report for the year FY 16/17 along with projections for the FY 17/18.

### **Past**

Our start-up funding comes from the BID, which amounted to approximately \$31,000. For FY 16/17, the SDA Board decided to use the monies to produce: Summer Series Music + Market, The Jazz & Beyond Series, Magic of Sunnyvale and the Holiday Tree Lighting. The production of last year's events grossed \$97,000 from the sales, sponsorships and grants. Thanks to the matching funds from the city we were able to support two additional events, The Magic of Sunnyvale & Wine Stroll, Visitor's Guide, and expanded Summer Series event in Plaza del Sol, along with a new event "The Downtown Sunnyvale Beer Walk". The positive feedback from the residents for these added events was much appreciated and welcome.

### **Present/For the Year**

The Board approved the Executive Director's annual budget and his recommendations for the upcoming fiscal year.

#### **Event Revenue & Overview**

All events stayed within budget and virtually "status quo" as with the attendance. The Holiday Tree Lighting has no sales associated with the event but turns a profit due to very little City service fees attached to the event and good sponsorship support. Due to great weather for the Holiday Tree lighting, attendance was again the best in recent years at approximately 500 people. No cuts will be needed for this year and depending on our summer events receipts the SDA is also considering one event called "Carnigras". This would be a winter event (Feb. or Mar.) used as a filler for our calendar year and will not replace "The Sunnyvale Downtown Beer Walk". Our plans are to continue this event for the coming years. Again, this will depend on the success receipts of our summer events as any outdoor winter event comes with high risk due to possible "bad weather conditions".

#### **Event Sponsorships**

Staff was successful in securing sponsorships and partnerships for last year's events. Along with the City of Sunnyvale partnership, over \$24,000 in additional financial support has come from Broadcom, WalmartLabs, Hunter Properties, Specialty Waste and DBI. Over 900 volunteer hours stemming from groups such as: Sunnyvale Neighborhood Groups, Sunnyvale Pop Warner, Lockheed Missiles and Space, Betty Boobs Cancer Society and Sunnyvale Leadership Group have made our events a success while creating communal pride. Hopefully the economy remains strong and our sponsorships stay consistent.

## **Future**

The BID Board strongly recommends that we continue the BID assessment. The BID serves as the SDA's seed money. Without the BID, we couldn't provide the services and events to our community. The BID will continue producing quality events and promoting downtown Sunnyvale as a good place to visit, shop and do business. These events are especially important to continue to attract patrons to downtown.

The BID is a self-imposed tax of the downtown businesses. Outside of paying their standard fees, taxes and licenses associated with owning and operating a business these businesses have been and continue to reach into their pockets and come up with additional monies to: promote, market and create events for the City of Sunnyvale and our community.

We are looking forward to partnering with STC, LLC / Hunter Properties of the former site known as the "Town Center". The completion of the project will greatly enhance the downtown environment; forming a symbiotic relationship and open dialogue for joint marketing strategies will be paramount in the months to come.

We are requesting council's support and approval of the BID annual report and budget for fiscal year 2016 / 2017 and to approve the reauthorization for the fiscal year 2017 /2018 BID.

We also seek your support in modifying the existing BID zones. We would like to change Zone C on Washington Ave (from Sunnyvale Ave. to Frances), businesses on the west side of Frances and Plaza del Sol to Zone B. We also recommend changing the Zone C Town Center Murphy Ave extension and future businesses within Redwood Square to Zone B. This will give the BID an opportunity to expand our events and marketing strategies to include our new additions to the downtown business community. (See Map)

We are in the process of or already have contacted the merchants that are effected by the proposed zone change. In addition we have scheduled a meeting with all BID members to explain the new zoning proposal.

## **Overview**

2016 was another positive direction for us downtown Sunnyvale. I am proud to say that we continue to be one of the most productive downtown associations in the bay area. We pride ourselves with our efficiency and the number of events and services we provide our BID members at a remarkable low cost. We will continue to uphold our mission to promote, advocate and enhance the vitality of downtown Sunnyvale, seek out ways to create an even more attractive downtown for our community, its visitors and give many others a reason to live in our downtown and surrounding neighborhoods.

We look forward to working with the new developer (of the former Town Center site) and hope that the City includes the SDA in its dialogue. The SDA strongly believes that mitigation should be part of this dialogue. Block 18 is paramount in the making a vibrant downtown Sunnyvale and allowing the SDA to be part of the process is the natural way to make it an even better place to live, work and play.

Proposed projects are based on the proposed budget for 2017. Projects/events will be modified based on budget actuals as assessments are made and sponsorships received.

Thank you for your support and once again please support our request to continue the BID assessments and restructuring.

If you have any questions, please do not hesitate to call the SDA at 408-516-7217.

### **Board of Directors**

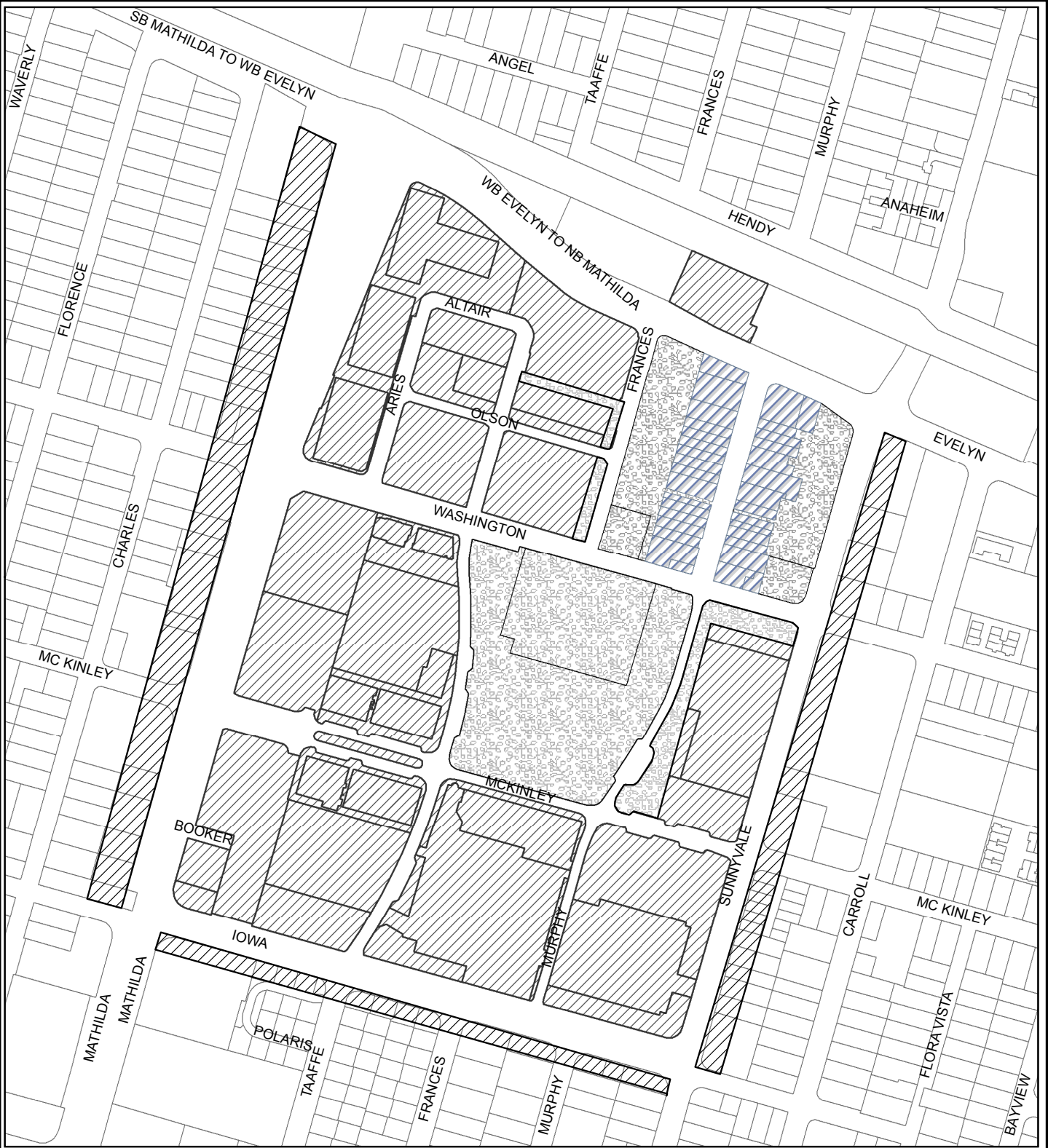
Joe Antuzzi, Board Chair, il Postale  
Leigh Odum, Leigh's Books & Bookasaurus  
Melissa Barragan, Broadcom  
Epenesa Pakola, Aloft Hotel

Dr. Gary Gold, Vice Chair, Dr.Gary Gold & Associates  
Irene Murphy, Fibbar Magees  
Amit Rajgarhia, Dish Dash

SDA ORGANIZATION EXPENSE & REVENUE REPORT				2016-17	2017-18	Notes & Comments
				actual year end	fiscal/projected	
EXPENSES						
	Advertising, Promotion & Marketing			\$ 6,640.00	\$ 8,200.00	hotel book and Jo Ho Marketing
	City Fees			\$ 358.00	\$ 400.00	BID
	Commissions & Fees (memberships, etc.)			\$ 4,900.00	\$ 2,450.00	reduced from 20% to 10%
	Contract Labor			\$ 39,600.00	\$ 42,000.00	all event and SDA staff is sub-contracted
	Events (costs directly associated with the event)					
	Summer Series Music + Market			\$ 47,919.42	\$ 48,000.00	
	Jazz & Beyond			\$ 25,201.90	\$ 26,000.00	
	Holiday Christmas Tree Lighting			\$ 4,027.00	\$ 4,500.00	
	Magic of Sunnyvale			\$ 9,420.64	\$ 12,000.00	
	Carni Gras			\$ -		
	Sub Total Events			\$ 86,568.96	\$ 90,500.00	
	Insurance					
	General			\$ 5,455.16	\$ 5,600.00	
	Directors & Officers			\$ -	\$ -	
	Legal & Accounting			\$ 432.00	\$ 500.00	
	Audit			\$ -	\$ -	
	Legal			\$ -	\$ -	
	Office Supplies			\$ 244.00	\$ 300.00	
	Postage			\$ -	\$ -	billed to individual projects
	Printing & Reproduction			\$ -	\$ -	billed to individual projects
	Rent			\$ 2,432.00	\$ 2,600.00	(no office 2012 - PO box & Pod)
	Staff Salaries				\$ -	none we subcontract everything
	Supplies (non office)			\$ -	\$ 250.00	mainly stage replacement parts
	Taxes, Licenses & permits)			\$ 781.00	\$ 800.00	
	Telephone/ Internet/Website			\$ 840.00	\$ 1,260.00	cell, constant contact, pow web
	Travel & Entertainment			\$ -	\$ -	research
	Visitor's Guide			\$ 2,588.25	\$ 2,700.00	
	Contingency			\$ -	\$ -	total sponsors for 2016 = 24,500
	<b>TOTAL EXPENSES</b>			<b>\$ 150,839.37</b>	<b>\$ 157,560.00</b>	
				<b>2016-17</b>	<b>2017-18</b>	<b>Notes &amp; Comments</b>
				actual	fiscal/projected	
REVENUE						
CONTRIBUTED & SPONSORSHIP INCOME						
	Grants					
	City/Government					
	Community Events Grant			\$ 7,675.00	\$ 7,675.00	
	Matching BID Sponsorship			\$ 30,000.00	\$ 30,000.00	
	<b>SUBTOTAL - GRANTS</b>			<b>\$ 37,675.00</b>	<b>\$ 37,675.00</b>	
	Projects & Events Sales (incl. vendors)					
	Summer Series Music + Market - sales			\$ 46,071.00	\$ 47,000.00	sponsorships included in revenue
	Vendor space			\$ 5,099.00	\$ 4,000.00	
	Jazz & Beyond			\$ 23,533.00	\$ 28,000.00	bev sales & sponsor(s)
	Holiday Tree Lighting Celebration			\$ 5,000.00	\$ -	
	Magic of Sunnyvale Wine Stroll			\$ 8,180.00	\$ 9,000.00	
	Carni Gras					pending potential sponsorships
	<b>SUBTOTAL - PROJECTS &amp; EVENTS</b>			<b>\$ 87,883.00</b>	<b>\$ 88,000.00</b>	revenue includes corp. sponsorships
	SDA Memberships					
	BID Fees			\$ 31,647.56	\$ 32,000.00	
	Misc			\$ 150.00	\$ 500.00	stage rental to outside agencies
	<b>SUBTOTAL - SDA MEMBERSHIPS</b>			<b>\$ 31,797.56</b>	<b>\$ 32,500.00</b>	
	<b>TOTAL REVENUE</b>			<b>\$ 157,355.56</b>	<b>\$ 158,175.00</b>	
	<b>NET PROFIT/LOSS</b>			<b>\$ 6,516.19</b>	<b>\$ 615.00</b>	



**EXHIBIT B**



**DOWNTOWN BUSINESS IMPROVEMENT DISTRICT ZONES**

0 130 260 520 Feet

**Legend**

- Zone A
- Zone B
- Zone C



ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUNNYVALE MAKING FINDINGS AND AMENDING CHAPTER 3.60 (DOWNTOWN SUNNYVALE BUSINESS IMPROVEMENT DISTRICT) OF TITLE 3 (REVENUE AND FINANCE) OF THE SUNNYVALE MUNICIPAL CODE TO CONVERT PORTIONS OF BID ZONE C TO ZONE B**

WHEREAS, on April 25, 2017, the City Council of the City of Sunnyvale (the "City") adopted Resolution of Intention No.815-17 to Convert Portions of the Downtown Business Improvement District Zone C to Zone B; and

WHEREAS, the conversion of portions of Zone C to Zone B would affect businesses located on Washington Ave. (from Frances to Sunnyvale), businesses on the west side of Frances and adjacent to Plaza del Sol on Taaffe Street, and the Town Center Murphy Avenue extension including future businesses within Redwood Square; and

WHEREAS, the City of Sunnyvale desires to amend certain sections of the Sunnyvale Municipal Code Chapter 3.60 in order to convert portions of BID Zone C to Zone B.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SUNNYVALE DOES ORDAIN AS FOLLOWS:

SECTION 1. The City Council makes the following finding concerning modifying the Sunnyvale Downtown Business Improvement District ("BID") boundaries to convert portions of Bid Zone C to Zone B.

- (a) A Resolution of Intention No. 815-17 was adopted by the City Council on April 25, 2017, to set the date and time of public hearing on the issue of converting the boundaries of Zone C to Zone B.
- (b) The City Council conducted a public hearing, after giving due notice thereof as required by law, on May 23, 2017, at 7:00 p.m. at City Hall, 456 West Olive Avenue, Sunnyvale, California.
- (c) The public hearing has been held and the City Council has heard and considered
- (d) The boundaries of the proposed additional businesses are located on the west side of Mathilda Avenue from Evelyn Avenue to Iowa Avenue and on the south side of Iowa Avenue from Mathilda Avenue to Sunnyvale Avenue.



- (e) Protests in writing from businesses in the Expanded Zone C paying 50% or more of the proposed assessment have not been received and the amended boundaries of Zone C are hereby amended.
- (f) The businesses within the entire BID established by this ordinance shall be subject to amendments to Streets and Highways Code, commencing with section 36500, and the Sunnyvale Municipal Code Chapter 3.60.
- (g) The rate and method of levying the assessments, applicable to Proposed Zone C businesses, is set in Ordinance Code section 3.60.050 which establishes business types, zones of benefit and amount of annual assessment for each type of business.
- (h) The City Council finds that the improvements and activities to be provided in the BID area will be funded by the levy of assessments, and declares that the revenue derived shall not be used to provide improvements or activities outside the BID area or for any other purpose other than the purposes specified in the resolution of intention, as may be modified by the City Council.
- (i) The businesses within the BID, including the new Zone C businesses, will be benefited by the improvements and activities funded by the assessments proposed to be levied.

**SECTION 2.** Section 3.60.050 AMENDED. Section 3.60.050 of Chapter 3.60 (Downtown Sunnyvale Business Improvement District) of Title 3 (Revenue and Finance) is hereby amended to read as follows:

**3.60.050. Establishment of benefit assessment.**

All businesses, trades and professionals located within the District shall, commencing July 1, 2007, pay an annual benefit assessment to the District in the following amounts:

<b>Zones of Benefit</b>	<b>Zone A</b>	<b>Zone B</b>	<b>Zone C</b>
Retailers, Restaurants, Stand-Alone Bars	\$ 500	\$ 300	\$ 150
Service Businesses	\$ 300	\$ 200	\$ 100
Professional Services Businesses	\$ 100	\$ 100	\$ 100
Lodging	\$10/room	\$10/room	\$10/room
Financial Institutions	\$ 500	\$ 500	\$ 500

(a) [Text unchanged]

(b) Zones of benefit are determined as follows: “Zone A” will be all businesses within the Historic Area with a front or rear entrance on S. Murphy Street. “Zone B” will be ~~all other~~ businesses in the Historic Area without direct access to the S. Murphy Avenue including all breezeway businesses, businesses

located on Washington Ave. (from Frances to Sunnyvale), businesses on the west side of Frances and adjacent to Plaza del Sol on Taaffe Street and businesses in the Town Center Murphy Avenue extension including future businesses within Redwood Square. “Zone C” will be all other businesses located in downtown area, as described above, which are not included in either “Zone A” or “Zone B.”

(c) [Text unchanged]

(i) – (v) [Text unchanged]

SECTION 3. 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 4. 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 5. EFFECTIVE DATE. This ordinance shall be in full force and effect thirty (30) days from and after the date of its adoption.

SECTION 6. POSTING AND PUBLICATION. The City Clerk is directed to cause copies of this ordinance to be posted in three (3) prominent places in the City of Sunnyvale and to cause publication once in The Sun, the official publication of legal notices of the City of Sunnyvale, of a notice setting forth the date of adoption, the title of this ordinance, and a list of places where copies of this ordinance are posted, within fifteen (15) days after adoption of this ordinance.

Introduced at a regular meeting of the City Council held on \_\_\_\_\_, and adopted as an ordinance of the City of Sunnyvale at a regular meeting of the City Council held on \_\_\_\_\_, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

RECUSAL:

ATTEST:

APPROVED:

\_\_\_\_\_  
City Clerk  
Date of Attestation: \_\_\_\_\_

\_\_\_\_\_  
Mayor

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney



# City of Sunnyvale

## Agenda Item

---

17-0370

Agenda Date: 5/23/2017

---

### REPORT TO COUNCIL

#### **SUBJECT**

Approve Memorandum of Understanding with Santa Clara Valley Water District for Collaboration on Assessing the Feasibility of Water Reuse Alternatives and Find that the Action is Exempt from CEQA Pursuant to CEQA Guidelines, Section 15262

#### **BACKGROUND**

Approval is requested of the Memorandum of Understanding (MOU) between the City of Sunnyvale (Sunnyvale) and the Santa Clara Valley Water District (District) for Collaboration on Assessing the Feasibility of Water Reuse Alternatives. Over the last three years the City has been working in partnership with the Santa Clara Valley Water District (District) to further the development of recycled water and potable re-use projects in the County. The City currently has several cost share agreements and Memoranda of Understanding with the District outlining our mutual interests in these various projects and pursuits (Attachment 1). This MOU describes the parties' further commitments to identify the requirements, issues, activities, resources, costs, and funding necessary to implement potable and non-potable water reuse alternatives.

#### **EXISTING POLICY**

**Sunnyvale General Plan, Chapter 7, *Environmental Management***

Goal EM-1 Adequate Water Supplies: Acquire and manage water supplies so that existing and future reasonable demands for water, as projected in the 20-year forecast, are reliably met.

Policy EM-1.2: Maximize recycled water use for all approved purposes both within and in areas adjacent to the City, where feasible.

#### **ENVIRONMENTAL REVIEW**

Approval of the MOU is exempt from review under the California Environmental Quality Act (CEQA) because it authorizes feasibility or planning studies for possible future actions which have not been approved, adopted, or funded (CEQA Guidelines Section 15262). Section 8 of the MOU specifies that it does not commit or obligate either party to any particular course of action, and that the parties shall not approve a selected Water Reuse Alternative until the required environmental review is completed in compliance with CEQA.

#### **DISCUSSION**

The terms of the MOU presented for Council consideration cover important assumptions and considerations such as source water availability, permitting, reverse osmosis concentrate management, land requirements, and governance. Studies of specific interest and involvement of the City include studies related to determining the maximum allowable water the City could supply to the District after meeting the City's regulatory and process needs. The proposed MOU also includes

feasibility studies related to the siting of potential water quality improvement facilities above and beyond those required to meet the City's permit for discharge into the Bay, and supporting the District with their own feasibility studies related to residual and side stream management, siting, water quality, and regulatory requirements.

Draft terms intended for incorporation in the MOU were presented to the Joint Recycled Water Committee of elected officials from Mountain View, Palo Alto, and Sunnyvale on September 27, 2016 and the MOU has been approved by the District Board on March 28, 2017. The MOU has an expiration date of December 31, 2020, unless replaced with a more comprehensive agreement if both parties have further interests in developing recycled water facilities once the feasibility studies are completed. Any further action that is identified to be needed because of this MOU, will be presented to Council for consideration and approval.

### **FISCAL IMPACT**

Most the studies and efforts that are part of this MOU are to be led by the District and, as such, funded by the District. For studies and efforts benefiting the City, funding will come from Project 832430- Recycled & Potable Water Plan Development, which was approved by Council on September 20, 2016 (RTC No. 16-0654) and included in Budget Modification No. 11, which allocated \$250,000 for this effort. As both the Wastewater and Water utilities benefit from recycled water projects, funding is provided from both enterprises on the same basis as the funding shares used to construct the original recycled water distribution system.

### **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. Authorize the City Manager to execute the Memorandum of Understanding with the Santa Clara Valley Water District in substantially the same form as set forth in Attachment 2, for Collaboration on Assessing the Feasibility of Water Reuse Alternatives, and find that this action is exempt from CEQA pursuant to Section 15262 of the CEQA Guidelines.
2. Take no action on this proposed MOU.

### **STAFF RECOMMENDATION**

Alternative 1: Authorize the City Manager to execute the Memorandum of Understanding with the Santa Clara Valley Water District in substantially the same form as set forth in Attachment 2, for Collaboration on Assessing the Feasibility of Water Reuse Alternatives, and find that this action is exempt from CEQA pursuant to Section 15262 of the CEQA Guidelines.

Prepared by: Bhavani Yerrapotu, WPCP Division Manager, Environmental Services

Reviewed by: Kent Steffens, Assistant City Manager

Reviewed by: John A. Nagel, City Attorney

Approved by: Deanna J. Santana, City Manager

### **ATTACHMENTS**

1. List of Potable and Recycled Water Reuse Agreements

2. MOU for Collaboration on Assessing the Feasibility of Water Reuse Alternatives

## Recycled and Potable Reuse Agreements and Consultant Support

No.	Agreement	Description	Council Action
1.	Wolfe Road Design	Cost share agreement to fund the design of the Wolfe Road pipeline	September 24, 2013
2.	Adopt the IRWMP	Sunnyvale adopt the IRWMP to be eligible to apply for a grant worth \$1.5M towards recycled water production facilities	July 15, 2014
3.	HDR Contract Amendment + Budget Modification No. 5	Contract amendment with the consultant HDR Engineering, Inc., to provide design services for the Continuous Recycled Water Project Production sub-project and Budget modification to WPCP Project No. 829430, to add funds to provide for this design.	July 29, 2014
4.	Wolfe Road Construction	Cost share agreement to fund the construction of the Wolfe Road pipeline	September 30, 2014
5.	Water Supply Wolfe Road	Agreement on the production and supply of recycled water from the Wolfe Rd recycled water facilities, water quality, quantity, and sharing revenues and operating costs	September 30, 2014
6.	Long term Integration Framework	Framework to set the stage for potential potable reuse in the future by providing options to secure recycled water for potable reuse, discharge of brine, and utilize land near the WPCP for future District water purification facilities	September 30, 2014
7.	CEQA for MBR/RO/AOP	Cost share agreement for carrying the MBR as a treatment alternative in the WPCP master planning EIR and site plan to locate RO/AOP facilities	December 11, 2014
8.	Construction Contract Award for Continuous Recycled Water Production	Award of construction contract to begin construction of the improvements designed for the Continuous Recycled Water Production	April 28, 2015
9.	IRWMP Drought Grant Reimbursement Agreement	Agreement between the SCVWD and the City of Sunnyvale to define roles and responsibilities and funding split of the DWR drought grant funds for the continuous recycled water and Wolfe Road projects and Budget Modification No. 24 to appropriate \$1.5M towards the project budget from the grant	April 19, 2016
10.	MP EIR Certification	Certify Plant rebuild EIR with CAS and preserve the right to pursue potable and non-potable reuse projects with SCVWD or other parties	August 23, 2016
11.	Consultant Support for Potable Reuse Planning	Consultant support for the Potable planning for \$250K with the PMC consultants	September 20, 2016
12.	MOU Feasibility Studies for Re-Use	Memorandum of Understanding to collaborate on various feasibility studies related to exploring the re-use alternatives in the Santa Clara county	This action: May 23, 2017

**Memorandum of Understanding  
between the  
Santa Clara Valley Water District  
and the  
City of Sunnyvale  
for Collaborating on Assessing the Feasibility of Water Reuse Alternatives**

This Memorandum of Understanding (MOU) is made and entered into on \_\_\_\_\_ (Effective Date), by and between the City of Sunnyvale (Sunnyvale), a municipal corporation, and the Santa Clara Valley Water District (District), a special district created by Legislature of the State of California. Sunnyvale and District hereinafter may be referred to individually as “Party” or collectively as “Parties.”

**RECITALS**

- A. **Whereas**, the Parties desire to undertake efforts to develop certain plans and studies related to exploring opportunities to work together or with other governmental agencies to expand the production and use of recycled and purified water within Santa Clara County; and
- B. **Whereas**, the Parties understand that effective long-range planning requires a diverse water supply that supplements variable rainfall and imported water supplies, and that recycled and purified water are components of Santa Clara County’s water supply portfolio, which ensures the region’s continued economic health and quality of life; and
- C. **Whereas**, as a result of over four years of recent and current drought throughout California, the District’s surface, groundwater, and imported water supplies have been limited and substantial customer water use reductions were required to avoid severe groundwater depletion; and
- D. **Whereas**, Sunnyvale owns and operates a Water Pollution Control Plant (Sunnyvale WPCP or WPCP) that is capable of treating municipal wastewater in accordance with recycled water regulations for non-potable reuse by customers in its service area; and
- E. **Whereas**, Sunnyvale is currently in the design phase of a major upgrade to its WPCP to replace aging facilities and to meet anticipated future regulatory requirements for effluent discharge; and
- F. **Whereas**, the District is investigating the feasibility of developing up to 45,000 acre-feet per year (AFY) of purified water by the year 2025. The first phase of implementation focuses on developing at least 24,000 AFY of purified water through expansion of the Silicon Valley Advanced Water Purification Center (Expanded SVAWPC) and construction of a conveyance pipeline to the Los Gatos Recharge System. Subsequent phases of implementation may include further expansion of the SVAWPC and/or projects in Sunnyvale and the Ford Ponds area. Timing and implementation of subsequent phases will be contingent upon the District’s updated determination of water supply need, further economic analysis, and determinations of technical and regulatory feasibility; and



- G. **Whereas**, since 2014 the District and Sunnyvale have been working together in evaluating alternative plant layouts and facilities so that Sunnyvale may provide the District with treated wastewater and the District may further treat that water to meet potable reuse requirements; and
- H. **Whereas**, Sunnyvale has completed a master plan for improvements and expansion of its WPCP, which currently contemplates using conventional activated sludge (CAS) treatment, and which has an implementation schedule that may be different from the District's schedule for building and operating a District Advanced Water Purification Facility (AWPF); and
- I. **Whereas**, the Parties have evaluated three alternative plant layouts and facilities (Options 1, 2 and 3), of which Options 1 and 2 involve designing and constructing membrane bioreactor (MBR) facilities to be incorporated into the Sunnyvale WPCP upgrade. Under those two options, MBR effluent would supply water to an AWPF that the District would construct on the Sunnyvale WPCP site, which would further treat the water to meet water quality requirements for indirect potable reuse; and
- J. **Whereas**, Option 3 involves Sunnyvale making treated wastewater effluent available to a site not located at the Sunnyvale WPCP, but at a site close to the Sunnyvale WPCP, where the District would construct an AWPF for producing purified water; and
- K. **Whereas**, current District staff analysis indicates that Option 3 is the most cost effective among the three alternative plant layouts and facilities and has the added advantage of relative independence in scheduling, requiring limited coordination with Sunnyvale's upgrade work at the Sunnyvale WPCP; and
- L. **Whereas**, in addition to assisting the District with further evaluation of Options 1, 2 and 3, Sunnyvale desires to assist the District in evaluating a multi-level AWPF on the Sunnyvale WPCP site as well as evaluating other advanced water purification treatment and recycled water alternatives including: constructing a pipeline to convey treated wastewater from the Sunnyvale WPCP for treatment at the Expanded SVAWPC; constructing an intertie (or interties) to convey treated wastewater from the Sunnyvale WPCP to the South Bay Water Recycling (SBWR) system; constructing a small scale AWPF at the Sunnyvale WPCP to manage salinity of recycled water; and constructing an intertie to convey treated wastewater from Palo Alto's Regional Water Quality Control Plant (RWQCP) for advanced treatment at the Sunnyvale WPCP and/or the Expanded SVAWPC; and
- M. **Whereas**, the Parties desire to enter into this MOU to set forth the terms of their collaboration pertaining to assessing the feasibility of water use alternatives and efforts to engage the cities of Palo Alto, Mountain View, San Jose and Santa Clara to develop a multi-agency MOU to explore the feasibility of developing one or more of the alternatives identified in Recitals I through L above; and

**NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL PROMISES HEREINAFTER PROVIDED, THE PARTIES AGREE AS FOLLOWS:**

1. **SCOPE AND NATURE OF MOU.** This MOU is intended to broadly describe the Parties' commitments to study the feasibility of the alternatives identified in Recitals I through L above. Those alternatives shall be referred to collectively in this MOU as the Water Reuse Alternatives. The MOU is not intended to formalize a commitment by the Parties to implement any of the Water Reuse Alternatives, but the commitment by the Parties does extend to identify the requirements, issues, activities, resources, costs, and financing necessary to implement any of the Water Reuse Alternatives.
2. **RESPONSIBILITIES OF PARTIES.** Each Party will designate a project manager and identify additional staff contacts, and provide necessary resources to advance the work set forth in this MOU.
3. **DISTRICT'S NEW FACILITIES.** After investigating whether to implement any of the Water Reuse Alternatives, if the District decides to implement any of them, it understands that the cost of planning, designing, financing, constructing and operating any facilities comprising the Water Reuse Alternatives is to be borne by the District, unless Sunnyvale enters into a new agreement to undertake any of those costs.
4. **IDENTIFYING SITES RECEIVING THE ADVANCED TREATED RECYCLED WATER.** As part of its investigation, the District will identify land sites suitable for using purified water for groundwater infiltration, injection, and/or future facility connections suitable for implementation of direct potable reuse, subject to approval by the California Division of Drinking Water.
5. **ASSUMPTIONS RELATED TO THE FEASIBILITY OF IMPLEMENTING WATER REUSE ALTERNATIVES.** The Parties understand that the assumptions listed in a – g of this Section 5 are not intended to impose obligations onto either Party, but instead are assumptions the District will take into consideration as it investigates whether to implement any of the Water Reuse Alternatives. The Parties intend to address issues regarding commitments of source water, reverse osmosis (RO) concentrate management, land rights, and other matters related to pursuing any of the Water Reuse Alternatives in a comprehensive agreement to be negotiated by the Parties in the future (Comprehensive Agreement). For the purposes of exploring the feasibility of the Water Reuse Alternatives, the Parties shall use the following assumptions:
  - a. The Sunnyvale WPCP upgrade project will take priority over implementing any of the Water Reuse Alternatives that may impact Sunnyvale's implementation of the Sunnyvale WPCP upgrade project;
  - b. A projected average daily flow of 5 million gallons per day (mgd) of source water (effluent from the Sunnyvale WPCP dual media filters) will be made available to the District through the year 2020, and an additional 5 mgd of source water after 2020, for a total of 10 mgd. If the District determines that it wishes to increase the foregoing source water assumptions Sunnyvale will work in good faith to determine whether flows higher than these amounts can be included in this assumption;

- c. Though the above assumption for projected average daily flow of source water to be made available to the District is a good faith estimate, events beyond the control of Sunnyvale may adversely impact the quality or volume of source water, which may necessitate a temporary limit on the amount of source water made available to the District and the District will need to make its own estimates as to how any temporary limits on the amount of source water available to the District will impact the feasibility of the Water Reuse Alternatives. In making such an estimate the District may assume that Sunnyvale will use best efforts to reestablish the availability of source water to the District;
- d. Sunnyvale will temporarily interrupt the provision of source water or limit the amount of source water available to District when Sunnyvale experiences decreases in influent flows, operation difficulties, or an inability of the Sunnyvale WPCP to meet NPDES requirements. The District will need to make its own estimates as to how any temporary interruptions of the amount of source water available to the District will impact the feasibility of the Water Reuse Alternatives;
- e. District will need to make its own assumptions as to whether there will be a District cost to acquire treated wastewater from Sunnyvale. Terms and conditions for acquisition of treated wastewater will be included in the Comprehensive Agreement to be negotiated by the Parties in the future;
- f. During the term of this MOU, Sunnyvale will not enter into any agreement to provide treated wastewater effluent to another entity or project that could materially (defined as more than 0.2 mgd) reduce the amount of source water assumed to be available to the District in Section 5 b to d, without District's consent; and
- g. Sunnyvale does not have sufficient information at this time to determine whether requirements will be established by State and Federal regulatory agencies for the minimum discharge flow of treated effluent from the Sunnyvale WPCP to its outfall, which is connected to the San Francisco Bay, in order to meet fish, wildlife and other environmental requirements. The Parties will in collaboration determine whether such requirements are intended to be established by regulatory agencies responsible for these areas. The District will include the conclusions of this determination as a factor in deciding whether to proceed with the design and construction of a Water Reuse project.

## **6. DEVELOPMENT OF A RESIDUALS MANAGEMENT PLAN.**

- a. If District desires to implement any of the Water Reuse Alternatives, District and Sunnyvale will develop a residuals management plan describing the management of treatment residuals (Residuals Management Plan). In the Parties' development of this Residuals Management Plan, it is assumed that the District or its contractors will be responsible for processing and managing treatment residuals, including RO concentrate, related to the development of the District AWWP. If a Sunnyvale AWWP is developed for the purpose of reducing the salinity of Sunnyvale's non-potable recycled water, it is assumed that Sunnyvale will be responsible for managing treatment residuals from that facility. District will work with Sunnyvale to identify and design facilities to discharge or process treatment residuals, including conveyance systems to potentially bring RO concentrate from other locations to Sunnyvale

for treatment, discharge facilities, and receiving sites such as engineered wetlands, ponds or the San Francisco Bay. The Residuals Management Plan will identify the composition, quantity, and point of connection that will apply to the treatment residuals.

- b. The Residuals Management Plan shall also describe a process for the treatment and disposal of solid waste produced by the AWPf, and the conveyance of that treated solid waste to the Sunnyvale WPCP. The District will be responsible for treating and conveying solid waste generated by the AWPf. Sunnyvale will be responsible for managing and operating the Sunnyvale WPCP's solid waste disposal system. The operational and disposal costs related to the residuals and solids generated at the AWPf will be the responsibility of the District.

## **7. DEVELOPMENT OF A PERMITTING PLAN.**

- a. The Parties agree to investigate the potential environmental issues associated with reduced Sunnyvale WPCP effluent discharge into the San Francisco Bay due to Sunnyvale's planned delivery of treated wastewater to the District to implement any of the Water Reuse Alternatives.
- b. The Parties agree to investigate potential environmental issues due to the loss of existing open space if the District determines that Option 3 is the preferred option to construct an AWPf on Sunnyvale's decommissioned landfill located near the Sunnyvale WPCP site. The Parties will enter into negotiations to develop a process to retire this open space including the compensation needed resulting from this loss of open space.
- c. District and Sunnyvale will collaborate in developing a permitting acquisition plan (Permitting Plan). The Permitting Plan shall identify the permits necessary for the District's preferred option to construct an AWPf. The Permitting Plan shall also describe each Party's responsibility for pursuing such permits, including the preparation and filing of any and all applications necessary to secure the permits.

- 8. CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) COMPLIANCE.** The Parties agree that the feasibility studies contemplated in this MOU are exempt from California Environmental Quality Act ("CEQA") requirements pursuant to Section 15262 of the CEQA Guidelines that exempt projects involving only feasibility or planning studies for future actions which have not been approved, adopted, or funded. This MOU is intended to broadly describe the Parties' commitments to study the feasibility of the alternatives identified in Recitals I through L above. Sunnyvale and the District mutually acknowledge that this MOU is not comprehensive or definitive, and that this MOU does not commit or obligate either party to any particular course of action with respect to any of the Water Reuse Alternatives. Sunnyvale and District do not intend to be bound with respect to the approval of a lease to Sunnyvale lands for the siting of an AWPf and its approval and construction, or the delivery of source water from the Sunnyvale WPCP, or the availability of outfall capacity from the Sunnyvale WPCP to discharge RO concentrate, until, among other things, any required environmental review, including any required public hearings, are completed in compliance with the CEQA. Depending on the Water Reuse Alternative selected, if any, the Parties will determine who will serve as the CEQA lead agency. District and Sunnyvale will collaborate in the preparation of the appropriate CEQA documentation.

**9. DEVELOPMENT OF A WATER QUALITY MONITORING PLAN.** The Parties agree to enter into negotiations to develop a Water Quality Monitoring Plan to conduct sampling and laboratory analyses necessary to monitor and determine water quality related to the Water Reuse Alternatives that the District selects as its preferred option. In the Plan, Sunnyvale will be responsible for sampling and laboratory analyses of source water supplied by the Sunnyvale WPCP while District will be responsible for sampling and laboratory analyses of water being processed within and by any AWPf implemented by District. Parties will share water quality and processing data associated with District's operation of an AWPf.

**10. PERMITS AND RIGHT OF ENTRY.** During the term of this MOU:

- a. Sunnyvale will facilitate obtaining permits necessary for the District to complete its assessment of the feasibility of the Water Reuse Alternatives.
- b. District may, subject to the issuance of a temporary permit or other document issued by Sunnyvale and the provision of insurance certificates in forms satisfactory to Sunnyvale's Risk Manager, enter sites owned by Sunnyvale to conduct tests and studies preliminary studies (including engineering, environmental, and geotechnical) to determine the feasibility of the Water Reuse Alternatives and possible locations for siting the AWPf on the Sunnyvale WPCP site or land off the Sunnyvale WPCP, site such as Sunnyvale's decommissioned landfill site located near the Sunnyvale WPCP site.

**11. ADDITIONAL INFORMATION.** The Parties may, during the term of this MOU, request additional information, data and records relevant to District's site investigations from one another. The Parties shall provide such additional information, data and records, if reasonably available, in a reasonably timely manner.

**12. LAND AND LEASE OPTION AGREEMENT.** If District and Sunnyvale find the decommissioned landfill site, including the nine-acre closed landfill site that is generally shown in Attachment A of this MOU, which is incorporated herein by this reference, suitable for construction of an AWPf, then District and Sunnyvale, subject to CEQA and all other legal requirements, will conduct preliminary studies (including engineering, environmental, and geotechnical) to determine the suitability of locating the AWPf on such site. If the landfill site is found to be suitable by District and Sunnyvale, the Parties, subject to CEQA and all other legal requirements, shall endeavor to enter into a land lease option agreement that provides District with a right to a long-term lease of the site for the purpose of constructing, operating and maintaining an AWPf. District will work with Sunnyvale to identify and acquire the necessary rights of way for the transmission pipes conveying source water from the Sunnyvale WPCP to the AWPf site, and disposing of AWPf RO concentrate by delivery to the Sunnyvale WPCP outfall, if this alternative proves to be feasible and is included in the Comprehensive Agreement. The parties intend that the future lease option agreement include a description of the preliminary AWPf layout, site dimensions, access and exit routes, potential compensation, areas designated for Sunnyvale's use, if any, and other applicable terms and conditions that are mutually acceptable.

District and Sunnyvale shall also work together to evaluate the feasibility of using Sunnyvale's oxidation ponds 1 and 2 (oxidation ponds) for RO concentrate management after

the oxidation ponds are no longer needed by Sunnyvale, or if the RO concentrate management allows concurrent use of the oxidation ponds, as treatment facilities. If Sunnyvale's oxidation ponds are found to be suitable by District for RO concentrate management, the Parties, subject to CEQA and all other legal requirements, shall endeavor to enter into a land lease option agreement that provides District with a right to a long-term lease of Sunnyvale oxidation ponds for the purpose of constructing, operating and maintaining RO concentrate treatment facilities.

- 13. COST SHARING.** Activities undertaken by the Parties in furtherance of this MOU shall be funded as shown on Table 1, unless otherwise agreed to in writing by both Parties.

Table 1.

<b>Activity</b>	<b>District Share</b>	<b>Sunnyvale Share</b>	<b>Lead Agency</b>
<b><u>Feasibility Studies</u></b>			
<b>Identifying sites receiving the advanced treated recycled water as described in Section 4</b>	<b>100%</b>	<b>0%</b>	<b>District</b>
<b>Studies to determine available source water quantity from WPCP as described in Section 5b and 5g</b>	<b>80%</b>	<b>20%</b>	<b>District</b>
<b>Management of treatment residuals from District facilities as described in Section 6</b>	<b>100%</b>	<b>0%</b>	<b>District</b>
<b>Management of treatment residuals from Sunnyvale AWPf as described in Section 6a</b>	<b>0%</b>	<b>100%</b>	<b>Sunnyvale</b>
<b>Preliminary studies to determine feasibility of District AWPf site as described in Section 10 and 12</b>	<b>100%</b>	<b>0%</b>	<b>District</b>
<b>Preliminary studies to determine feasibility of Sunnyvale AWPf site as described in Section 6</b>	<b>0%</b>	<b>100%</b>	<b>Sunnyvale</b>
<b><u>Permitting</u></b>			
<b>Permitting for WPCP upgrade project</b>	<b>0%</b>	<b>100%</b>	<b>Sunnyvale</b>

<b>Permitting Plan for District AWPf as described in Section 7</b>	<b>100%</b>	<b>0%</b>	<b>District</b>
--------------------------------------------------------------------	-------------	-----------	-----------------

**Monitoring**

<b>Water quality monitoring of source water from WPCP as described in Section 9</b>	<b>0%</b>	<b>100%</b>	<b>Sunnyvale</b>
-------------------------------------------------------------------------------------	-----------	-------------	------------------

<b>Water quality monitoring for District's AWPf as described in Section 9</b>	<b>100%</b>	<b>0%</b>	<b>District</b>
-------------------------------------------------------------------------------	-------------	-----------	-----------------

**Management**

<b>CEQA for selected Water Reuse Alternative(s) as described in Section 8</b>	<b>90%</b>	<b>10%</b>	<b>District</b>
-------------------------------------------------------------------------------	------------	------------	-----------------

<b>Joint evaluation of potential District role in Sunnyvale's non-potable recycled water system as described in Section 19</b>	<b>50%</b>	<b>50%</b>	<b>Sunnyvale</b>
--------------------------------------------------------------------------------------------------------------------------------	------------	------------	------------------

**14. GRANTS AND EXTERNAL LOANS.** District and Sunnyvale will collaborate to identify and evaluate possible state and federal grants for the planning, designing or constructing a Water Reuse Alternative including, but not limited to, transmission facilities for recycled water, sites for groundwater infiltration and injection, residuals and RO concentrate management facilities, and other related improvements to Sunnyvale's existing Title 22 non-potable recycled water system. For funding opportunities that are deemed reasonably feasible, the Parties will work together in preparation and support of grant and loan applications and if successful in negotiation of financing agreements.

**15. TERM.** The term of this MOU commences on the Effective Date and expires on the earlier of: December 31, 2020, or the date both Parties execute the comprehensive agreement referenced in Section 5 of this MOU.

**16. TERMINATION.**

- a. Termination for Breach of MOU: If either Party believes that the other Party has failed in any material respect to perform its obligations under this MOU, then that Party may provide written notice to the breaching party describing the alleged failure in reasonable detail. If the breaching Party does not cure or begin to cure the material failure within 60 calendar days after receiving such written notice, then the non-breaching Party may terminate this MOU by written notice to the breaching Party.

- b. Termination for Infeasibility. Additionally, either Party may terminate this MOU upon thirty days written notice to the other following a determination that the Water Reuse Alternatives are infeasible due to cost, environmental restrictions, regulatory or legal restrictions, size, or similar concerns.
- c. Failure to Appropriate Funding. The District or City may terminate this MOU immediately upon written notice to the other that the City Council or Board of Directors, respectively, has failed to appropriate funds for that party's cost sharing obligations under this MOU.

**17. DISPUTES.** Either Party may give the other Party written notice of any dispute. The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this MOU promptly by negotiations between the District's Chief Executive Officer or designee, and the City Manager, or designee, on behalf of Sunnyvale. Within twenty calendar days after receipt of the notice of dispute, these executives shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to exchange information and attempt to resolve the dispute. If the matter has not been resolved within ninety calendar days of the first meeting, either Party may initiate mediation. The Parties shall select a mediator. If they cannot agree on a mediator, the Party demanding mediation shall request that the Superior Court of Santa Clara County appoint a mediator. The mediation meeting shall not exceed eight hours, unless the Parties agree to extend said time. The costs of the mediator shall be borne by the Parties equally. Mediation under this Section is a condition precedent to filing an action in any court. All negotiations and any mediation conducted pursuant to this Section are confidential and shall be treated as compromise and settlement negotiations to which Sections 1119 and 1152 of the California Evidence Code shall apply, and Sections 1119 And 1152 are incorporated herein by reference. Notwithstanding the foregoing provisions, a Party may seek a preliminary injunction or other provisional judicial remedy if in its judgment such action is necessary to avoid irreparable damage or to preserve the status quo.

## **18. COORDINATION.**

- a. District and Sunnyvale staff will continue to inform the District-Sunnyvale Joint Recycled Water Committee, including providing timely updates on concepts, proposals, issues, requirements, work progress, schedules, budgets, and work products on all aspects of Water Reuse Alternatives affecting both Parties.
- b. District and Sunnyvale will establish a Technical Advisory Committee (TAC) comprised of the District's Chief Executive Officer and Sunnyvale's City Manager, or their designees (collectively the Executive Managers), and other experts and individuals, as mutually agreed to by the Executive Managers to review work products and make recommendations to the District and Sunnyvale.

## **19. JOINT EVALUATION OF POTENTIAL DISTRICT ROLE IN SUNNYVALE'S NON-POTABLE RECYCLED WATER SYSTEM.**

- a. Sunnyvale currently owns and operates a non-potable recycled water system (Sunnyvale Non-Potable Recycled Water System) that supplies an average daily flow of 1 mgd of



recycled water that meets CA Title 22 requirements to existing customers within its service area. The Parties agree to collaborate in determining how best to continue to serve these existing customers in the future, and how the costs should be shared related to developing any Water Reuse Alternative that involves changes to Sunnyvale Non-Potable Recycled Water System.

- b. The Parties will continue to collaborate in exploring the future development of the Wolfe Road Recycled Water System for delivering recycled water to customers in Santa Clara County and in determining the service requirements for potential new recycled water customers to be connected to that system.
- c. The Parties will evaluate (i) continuation of the ownership, operation, and maintenance of the distribution component of Sunnyvale's recycled water system, or (ii) acquisition of Sunnyvale Non-Potable Recycled Water System by the District with the subsequent transfer of responsibilities for supplying and operating it by the District. The Parties shall mutually agree to a timeframe for this evaluation.

**20. NOTICES.** All notices or instruments required to be given or delivered by law or this MOU shall be in writing and shall be effective upon receipt thereof and shall be by personal service or delivered by depositing the same in any United States Post Office, registered or certified mail, postage prepaid, addressed to:

If to Sunnyvale:

Deanna J. Santana  
City Manager  
456 West Olive Avenue  
Sunnyvale, CA 94088

If to District:

Norma J. Camacho  
Interim Chief Executive Officer  
Santa Clara Valley Water District  
5750 Almaden Expressway, San Jose, CA 95118

Any party may change its address for receiving notices by giving written notice of such change to the other party in accordance with this section.

**21. AUTHORITY.** Each Party represents that the persons who execute this MOU have the authority to do so on behalf of the organization they represent. No other authority is granted as part of this MOU.

**22. WAIVER.** Nothing contained in this MOU will be construed as a waiver of any immunities or defenses that a Party may have under applicable provisions of law. This provision will survive expiration or termination of this MOU.

**23. MUTUAL INDEMNIFICATION.** In lieu of and notwithstanding the pro rata risk allocation that might otherwise be imposed between the Parties pursuant to Government

Code Section 895.6, the Parties agree that all losses or liabilities incurred by a Party shall not be shared pro rata but, instead, Sunnyvale and District agree that pursuant to Government Code Section 895.4, each Party shall fully indemnify and hold the other Party, its officers, governing board members, employees, and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined in Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying Party, its officers, employees, or agents, under or in connection with or arising out of any work, authority, or jurisdiction delegated to such Party under this MOU. No Party, nor any board member, council member, officer, employee, or agent, thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other Party hereto, its officers, board members, council members, employees, or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other Party under this MOU. The obligations set forth in this Section 23 will survive termination and expiration of this MOU.

- 24. ASSUMPTION OF RISK.** District and Sunnyvale acknowledge that there is a risk entering into this MOU and that undertaking of any activities or the payment of any costs under this MOU is uncertain and that the activities contemplated by this MOU do not suggest that District may ever commence implementing any of the Water Reuse Alternatives.
- 25. MODIFICATION.** This MOU may be modified at any time by the mutual written agreement of the Parties.
- 26. NON-DISCRIMINATION.** In connection with this MOU, no Party will discriminate against or grant preferential treatment to any person on the basis of race, sex, color, age, marital status, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, national origin, or any other basis prohibited by state or federal law.
- 27. COMPLETE AND CURRENT AGREEMENT.** This MOU represents the entire understanding of the Parties with respect to the matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to the matters in this MOU.
- 28. WAIVER.** Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent or any other right hereunder.
- 29. AMBIGUITY.** The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this MOU reviewed by their respective legal counsel, and that the terms and conditions of this MOU are not to be construed against any party on the basis of such party's draftsmanship thereof.
- 30. SEVERABILITY.** If any provision in this MOU is found by a court of law to be illegal or unenforceable, the MOU will remain in full force and effect as if that provision, section or paragraph were not written into this MOU, unless the omitted language is integral to the Parties' intention and purpose of entering into this MOU.

**31. NO THIRD PARTY BENEFICIARIES.** Nothing in this MOU, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this MOU.

**32. ASSIGNMENT.** District acknowledges that Sunnyvale desires to enter into this MOU because of the prior experience and qualifications of District. Therefore, District shall not assign, sell, or otherwise transfer any rights (collectively “assignment”) under this MOU without the prior written consent of Sunnyvale. No assignment shall be effective until the Sunnyvale City Council approves the assignment.

**33. COUNTERPARTS.** The parties may execute this MOU in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument.

This MOU will be effective as of the last date signed below.

**City of Sunnyvale,  
a municipal corporation**

\_\_\_\_\_  
Deanna J. Santana  
City Manager

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
John A. Nagel, City Attorney

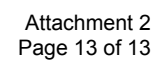
**Santa Clara Valley Water District,  
a Special District**

\_\_\_\_\_  
Norma Camacho  
Interim Chief Executive Officer

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
Anthony Fulcher, Senior Assistant District Counsel





# City of Sunnyvale

## Agenda Item

---

17-0447

Agenda Date: 5/23/2017

---

### REPORT TO COUNCIL

#### SUBJECT

Award of Bid No. PW16-28 for the Primary Treatment Facility Package 2 for the Reconstruction of the Water Pollution Control Plant, Make a Finding of Bid Non-responsiveness, Amend an Existing Design/Construction Support Contract, Authorize the City Manager to Procure Insurance Coverage, and Approve Budget Modification No. 45 in the amount of \$4,810,137

#### REPORT IN BRIEF

Approval is requested to award a construction contract in the amount of \$100,188,000, including the base bid of \$99,438,000 and a bid alternate in the amount of \$750,000, to C. Overaa & Co. (Overaa) of Richmond for the Primary Treatment Facility Package 2 project (Public Works Project No. UY-16/01-20), and for a 7% construction contingency in the amount of \$7,013,160.

Approval is also requested for the following items to:

- Amend an existing design/construction support contract with Carollo Engineers, increasing the not to exceed value by \$1,210,137, from \$12,946,801 to \$14,156,938.
- Authorize the City Manager to finalize insurance policy documents and make payment in the amount of \$514,684 with Alliant Insurance Services Inc. for Builder's Risk and related insurance coverage.
- Make a finding of bid non-responsiveness for the bid submitted by Flatiron West Inc. (Flatiron)
- Approve Budget Modification No. 45 in the amount of \$4,810,137 to provide additional project funding.

Overaa and Flatiron were two of the three bidders on the project. Kiewit Infrastructure West Co. (Kiewit) also provided a bid. The Flatiron bid was determined by staff to be non-responsive because it did not meet the City's mandatory minimum requirements. Overaa, the lowest responsible and responsive bidder, filed a bid protest against Flatiron, while Flatiron also contested staff's determination of non-responsiveness. On May 2, 2017, Flatiron rescinded its bid protest in writing. These actions are explained in more detail below.

#### EXISTING POLICY

Section 1309 of the City Charter requires construction contracts to be awarded to the lowest responsive and responsible bidder.

Pursuant to Sunnyvale Charter Section 1305, at any meeting after the adoption of the budget, the City Council may amend or supplement the budget by motion adopted by affirmative votes of at least four members so as to authorize the transfer of unused balances appropriated for one purpose to another, or to appropriate available revenue not included in the budget.

**ENVIRONMENTAL REVIEW**

Pursuant to Sections 15070 to 15075 of the California Environmental Quality Act (CEQA) Guidelines, a Mitigated Negative Declaration was circulated, considered and adopted by Council on May 5, 2015 (RTC No. 15-0245).

**BACKGROUND**

The City of Sunnyvale's Water Pollution Control Plant (WPCP) was initially built in the 1950s and with additions over the years it has grown to a tertiary treatment facility that receives an average dry weather flow of 14 million gallons per day. In 2007, due to the age of the facility, the City conducted an asset condition assessment which identified several plant structures as at-risk and in need of rehabilitation. As a result, the City initiated several projects such as the rehabilitation of the WPCP's four digesters, sediment removal from the oxidation ponds, and improvements to the four air flotation tanks. The City also hired Brown and Caldwell to complete a Strategic Infrastructure Plan (SIP) aimed at deciding whether the City should renovate the existing plant processes or invest in new treatment processes to fulfill the plant's needs over the next 30 years. After completion of the SIP, a peer review was conducted by CH2M-Hill and the outcomes were reviewed by City Council in May 2011 and further discussed during a February 2012 Strategic Planning Workshop. At the conclusion of the workshop, the direction was to forego the renovation option and proceed with developing a plan that includes reconstructing the plant with new treatment processes.

The first major project is the design and construction of a new primary treatment facility, which takes the raw sewage from the conveyance pipelines and removes solids and sediments before the secondary treatment process. In May 2013, the City hired Carollo Engineers to complete the design of this project as well as develop a Master Plan for the entire WPCP reconstruction (RTC No. 13-108). The primary treatment facility has been designed in three separate phases, or "bid packages". This is the second bid package of the Primary Treatment Facility which will consist of replacing the existing headworks and primary treatment facilities with new facilities including site work, new building construction, existing facility modification/demolition, installation of major process equipment, electrical/instrumentation/control system improvements, and related systems and facilities.

**DISCUSSION****Design and Construction Support Contract**

Both the Master Plan and the Primary Treatment Facility Design were prepared simultaneously to streamline the Primary Treatment Facility project. As a result, at the time of scope of work negotiation there was not enough information to define all the needs for engineering services during construction. The consultant and City agreed to some basic parameters and a budget of approximately \$1.8 million was set aside in the contract. Since the design is now complete, more information is known on the extent of the engineering services during construction effort and the original cost estimates were refined. The City and consultant reviewed this information and ultimately came to an agreement that it is necessary to increase the original estimate for those services by \$1.2 million from \$1.8 million to approximately \$3 million. Staff is requesting a budget increase for this additional cost. The \$3 million for the consultant contract equates to approximately 3% of the construction costs which falls within the industry standards for this type of work and staff feels it is reasonable considering the magnitude of the project.

**Builder's Risk and other Insurance Coverage**

Due to the elevation and proximity of the Water Pollution Control Plant to the San Francisco Bay, it is

recommended that additional insurance coverage be purchased for the new facilities being built prior to the flood protection work being completed. The City received pricing to purchase Builder's Risk insurance, "Acts of God" coverage as defined in Public Contract Code Section 7105, and Earth Movement and Flood coverage directly from an insurance carrier rather than through the Contractor's Bid Alternates D and E as listed in the bid summary. Staff found that there are significant cost savings associated with purchasing the insurance coverage directly (approximately \$390,000) rather than purchase this additional insurance coverage through the Contractor; therefore, staff is requesting to authorize the City Manager to finalize the insurance policy documents and make payment in the amount of \$514,684.

#### Award of Contract for the Primary Treatment Facility Package 2

The construction project was advertised for competitive bidding on December 16, 2016. Thirty contractors requested bid documents. Sealed bids were opened on March 1, 2017, with three bids received from Flatiron, Overaa, and Kiewit, with base bids in the amounts of \$99,056,900, \$99,438,000 and \$104,493,000, respectively. The Bid Summary is contained in Attachment 1. With the staff recommended award to Overaa, staff requests the approval of a budget increase to the project of approximately \$3.6 million.

Following the public bid opening, the City received a bid protest from Overaa on March 8, 2017, alleging that Flatiron's bid could not be considered because it did not meet the minimum experience requirements (Attachment 4). In the meantime, staff had been evaluating the bids independently and concluded that the Flatiron bid was non-responsive due to the fact they did not meet the experience components established in the bid documents. These included completed projects for water/wastewater treatment facilities where the electrical, mechanical and instrumentation systems were part of the Contractor's work scope totaling at least \$250 million project volume within the past five years with no less than three and no more than five projects listed on the bid sheet. As a result, the Purchasing Officer issued an initial determination of non-responsiveness on March 15 (Attachment 5).

Subsequently, Flatiron responded to the City's initial determination of non-responsiveness on March 22 to request reconsideration and provide additional information (Attachment 6). Overaa also submitted additional correspondence in support of their position (Attachment 7).

After reviewing the additional information provided, staff concluded that Flatiron still did not meet the requirements as stated in the bid documents, and issued a final determination on April 5 to affirm that the Flatiron bid was non-responsive (Attachment 8). After the City issued the Notice of Intent to Award the project to Overaa on April 6, Flatiron then submitted its own bid protest on April 11 (Attachment 9). The City then issued a denial of the bid protest on April 28 (Attachment 10). Flatiron then contacted the City on May 2 to formally withdraw their bid protest (Attachment 11).

#### Options for Council Consideration

Staff recommends that Council make a finding that the Flatiron West Inc. bid is non-responsive and award the construction contract to C. Overaa & Co. Alternatively, Council could reject all bids, and the project could be re-bid. However, this would negatively impact the entire reconstruction program by delaying this critical path project, especially given the condition of the existing facility.

Specifically, the current influent pumping station does not meet certain emissions standards as set forth by the Bay Area Air Quality Management District (BAAQMD) and is thus operating under a settlement agreement reached between the City and BAAQMD to phase out the operation of the

facility by June 1, 2020. Delayed construction would push the facility operations beyond this date, potentially leading to fines.

A complicating factor is that a number of larger wastewater treatment agencies in the Bay Area and Sacramento region are in the process of upgrading their facilities as well, which impacts the available pool of qualified contractors. Examples include, but are not limited to, Sacramento Regional Sanitation District; San Francisco Water, Power, Sewer; Silicon Valley Clean Water, Palo Alto Regional Water Quality Control Plant, City of San Mateo Wastewater Treatment Plant and the San Jose Regional Wastewater Facility.

### **FISCAL IMPACT**

Budgeted funding is available in Capital Project 824771, Primary Process Design and Construction. Supplemental funding in the amount of \$4,810,137 is requested to be transferred from 827090, Construction of a New Water Pollution Control Plant to 824771 as part of this RTC. The bids received are approximately 10% higher than the Engineer's Estimate for the base bid of \$90.6 million. Staff believes that the difference in pricing is associated with a shift in the bid market climate for the Bay Area and more specifically for the wastewater industry and South Bay that favors contractors due to the limited local labor force availability. Skilled construction labor is in high demand due to the number of projects under construction while the cost of housing limits the availability of the local labor force. With the amount of larger wastewater treatment agencies upgrading their facilities as well, the impacts to the available pool of qualified contractors and labor force availability is reflected in the prices received.

Due to the overall size of this project, staff is requesting a reduced 7% construction contingency rather than the standard 10%, so as not to unnecessarily commit additional funds to this project. Although it is not planned, it is possible that staff may need to return to Council for additional contingency funding should the 7% contingency not be sufficient.

Budget Modification No.45 has been prepared to re-appropriate funds from Project 827090 to 824771 in the amount of \$4,810,137 to provide sufficient funds for the construction contract award of the Primary Process Design and Construction project. Elements of Project 827090 New Water Pollution Control Plant are included in separate projects in the upcoming FY 2017/18 Recommended Budget; thus, funding is available to be transferred to Project 824771 - Primary Process Design and Construction project. In addition to the available funding displayed below for Project 824771, additional funding in the out-years of the project are budgeted in the FY 2016/17 Adopted Budget, for a total of \$120,899,541. The re-appropriation of funds will allow for sufficient total funding for this project based on the recommendations included in this memorandum.



**Budget Modification No. 45  
FY 2016/17**

	<b>Current</b>	<b>Increase/ (Decrease)</b>	<b>Revised</b>
<b>Wastewater Management Fund</b>			
<u>Expenditures</u>			
824771 - Primary Process Design and Construction	\$45,429,278	\$4,810,137	\$50,239,415
827090 - Construction of a New Water Pollution Control Plant	\$6,308,278	(\$4,810,137)	\$1,498,141

**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. Make a finding of non-responsiveness for the bid submitted by Flatiron West Inc.
2. Award a construction contract, in substantially the same form as Attachment 2 and in the amount of \$100,188,000 to C. Overaa & Co., and authorize the City Manager to execute the contract when all necessary conditions have been met.
3. Approve a 7% construction contingency in the amount of \$7,013,160.
4. Authorize the City Manager to execute an amendment to an existing contract with Carollo Engineers, in substantially the same format as Attachment 3, adding \$1,210,137 and increasing the not-to-exceed value from \$12,946,801 to \$14,156,938.
5. Authorize the City Manager to finalize insurance policy documents and make payment in the amount of \$514,684 to Alliant Insurance Services Inc. for Builders Risk, "Acts of God", and Earth Movement and Flood coverages.
6. Approve Budget Modification No. 45 in the amount of \$4,810,137 to provide additional project funding.
7. Reject the three bids received in response to Invitation for Bids No. PW16-28 for the Primary Treatment Facility Package 2 for the Reconstruction of the Water Pollution Control Plant.
8. Take other action as determined by Council.

**STAFF RECOMMENDATION**

Alternatives 1 through 6:

1. Make a finding of non-responsiveness for the bid submitted by Flatiron West Inc.
2. Award a construction contract, in substantially the same form as Attachment 2 and in the amount of \$100,188,000 to C. Overaa & Co., and authorize the City Manager to execute the contract when all necessary conditions have been met.
3. Approve a 7% construction contingency in the amount of \$7,013,160.
4. Authorize the City Manager to execute an amendment to an existing contract with Carollo Engineers, in substantially the same format as Attachment 3, adding \$1,210,137 and increasing the not-to-exceed value from \$12,946,801 to \$14,156,938.

5. Authorize the City Manager to finalize insurance policy documents and make payment in the amount of \$514,684 to Alliant Insurance Services Inc. for Builders Risk, "Acts of God", and Earth Movement and Flood coverages.
6. Approve Budget Modification No. 45 in the amount of \$4,810,137 to provide additional project funding.

Prepared by: Pete Gonda, Purchasing Officer

Prepared by: Allie Hood, Senior Engineer

Reviewed by: Timothy J. Kirby, Director of Finance

Reviewed by: Manuel Pineda, Director of Public Works

Reviewed by: Kent Steffens, Assistant City Manager

Reviewed by: Walter C. Rossmann, Assistant City Manager

Approved by: Deanna J. Santana, City Manager

### **ATTACHMENTS**

1. Bid Summary
2. Draft General Construction Contract
3. Draft Amendment to Consultant Services Agreement
4. Overaa Bid Protest of Flatiron, dated March 8, 2017
5. City Initial Determination of Non-Responsiveness of Flatiron, dated March 15, 2017
6. Flatiron Response to City's Initial Determination, dated March 22, 2017
7. Overaa Response to Flatiron's Response to City's Initial Determination, dated March 27, 2017
8. City Final Determination of Non-Responsiveness of Flatiron, dated April 5, 2017
9. Flatiron Protest to Notice of Intent to Award to Overaa, dated April 11, 2017
10. City Denial of Flatiron Bid Protest dated April 28, 2017
11. Flatiron Withdrawal of Bid Protest

Invitation for Bids No. PW16-28  
Primary Treatment Facility Package 2  
Project No. UY-16/01-20

<i>Flatiron West, Inc.</i> <i>2100 Goodyear Road</i> <i>Benicia, CA 94510</i> <i>707-742-6000</i> <i>Steven Francis</i>	<i>C. Overaa &amp; Co.</i> <i>200 Parr Boulevard</i> <i>Richmond, CA 94801</i> <i>510-234-0926</i> <i>Larry Etcheverry</i>	<i>Kiewit Infrastructure West Co.</i> <i>4650 Business Center Drive</i> <i>Fairfield, CA 94534</i> <i>707-439-7300</i> <i>Clint Cole</i>
-------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------

No.	Bid Item	UOM	QTY	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Mobilization and Demobilization (Not more than 2.5% of Total Base Bid)	LS	1	\$ 2,477,000.00	\$ 2,477,000.00	\$ 2,200,000.00	\$ 2,200,000.00	\$ 2,100,000.00	\$ 2,100,000.00
2	Sheeting, Shoring, and Bracing	LS	1	\$ 5,000,000.00	\$ 5,000,000.00	\$ 4,000,000.00	\$ 4,000,000.00	\$ 4,400,000.00	\$ 4,400,000.00
3	Pre-negotiated amount for Grit Removal System Specification Section 11323	LS	1	\$ 543,600.00	\$ 543,600.00	\$ 543,600.00	\$ 543,600.00	\$ 543,600.00	\$ 543,600.00
4	Pre-negotiated amount for Grit Washer/Dewatering Units Specification Section 11324	LS	1	\$ 674,000.00	\$ 674,000.00	\$ 674,000.00	\$ 674,000.00	\$ 674,000.00	\$ 674,000.00
5	Pre-negotiated amount for Screenings Washer/Compactors Specification Section 11333	CY	1	\$ 562,400.00	\$ 562,400.00	\$ 562,400.00	\$ 562,400.00	\$ 562,400.00	\$ 562,400.00
6	Additional Bollards (REVOCABLE)	EA	20	\$ 650.00	\$ 13,000.00	\$ 500.00	\$ 10,000.00	\$ 1,000.00	\$ 20,000.00
7	Habitat Mitigation	LS	1	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 220,000.00	\$ 220,000.00
8	PCS System Computers and Hardware (REVOCABLE) Allowance Per Section 01026	LS	1	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00
9	Relocate/Repair Existing Utility Conflicts (REVOCABLE) Allowance Per Section 01026	LS	1	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00
10	Replace or Rehabilitate Misc. Electrical, Mechanical, and Communication Equipment (REVOCABLE) Allowance Per Section 01026	LS	1	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00
11	All Other Work Required	LS	1	\$ 88,386,900.00	\$ 88,386,900.00	\$ 90,048,000.00	\$ 90,048,000.00	\$ 95,573,000.00	\$ 95,573,000.00
Base Bid Totals:					\$ 99,056,900.00		\$ 99,438,000.00		\$ 104,493,000.00

Bid Alternates									
		UOM	QTY	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
A	Odor Treatment and Odor Control Covers at PST Effluent Launderers	LS	1	\$ 2,387,380.00	\$ 2,387,380.00	\$ 3,400,000.00	\$ 3,400,000.00	\$ 1,976,000.00	\$ 1,976,000.00
B	CEPT Facility	LS	1	\$ 1,037,400.00	\$ 1,037,400.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,009,000.00	\$ 1,009,000.00
C	Primary Effluent Bypass Pipeline	LS	1	\$ 95,000.00	\$ 95,000.00	\$ 750,000.00	\$ 750,000.00	\$ 474,000.00	\$ 474,000.00
D	Provide \$20,000,000 Builder's Risk Insurance Coverage for Damage Caused by an Act of God	LS	1	\$ 40,000.00	\$ 40,000.00	\$ 650,000.00	\$ 650,000.00	\$ 185,000.00	\$ 185,000.00
E	Provide \$20,000,000 Builder's Risk Insurance Coverage for Damage Caused by Flood	LS	1	\$ 35,000.00	\$ 35,000.00	\$ 240,000.00	\$ 240,000.00	\$ 300,000.00	\$ 300,000.00
Total Alternates (Items A - E):					\$ 3,594,780.00		\$ 6,040,000.00		\$ 3,944,000.00

Total Base Bid + Alternates (Items A - E):					\$ 102,651,680.00		\$ 105,478,000.00		\$ 108,437,000.00
--------------------------------------------	--	--	--	--	-------------------	--	-------------------	--	-------------------

Surety:	10% Bid Bond	10% Bid Bond	10% Bid Bond
License:	A	A,B	A,B,C-10
Electrical Subcontractor:	Blocka Construction Inc.	HGH	Blocka Construction Inc.
Other Subcontractors:			
HVAC/Odor Control	James Long Construction Services	James Long Construction Services	James Long Construction Services
Process Mechanical/Pipe	GSE Construction Co.		
Reinforcing Steel	Rebar International Inc.	Rebar International Inc.	Rebar International Inc.
Paintings and Coatings	Murphy Industrial Coatings Inc.	Murphy Industrial Coatings Inc.	Murphy Industrial Coatings Inc.
Tiebacks	Drill Tech Drilling & Shoring Inc.		
Masonry	Stoney Masonry Inc.	Dorfmeir Masonry	Dorfmeir Masonry
Shoring		McClish Excavating	
Earthwork		Sarott	
Horizontal Formwork		Vertical Horizon Scaffold	
Habitat Mitigation/Maint.		Hanford ARC	
Piles		Acme	

Notes: 1. The bid submitted by Flatiron West Inc. was determined to be non-responsive because the bidder did not meet the mandatory minimum requirements.  
2. Contract award to C. Overaa & Co. is recommend for the Base Bid and Bid Alternate Item C.

**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 C. OVERAA & CO., 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, "Primary Treatment Facility – Package 2, Public Works Project No. UY-16/01-20, Invitation for Bids No. PW16-28", including six (6) 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 consist(s) of site work, new building construction, existing facility modification/demolition, installation of major process equipment, electrical/instrumentation/control system improvements, and related systems and facilities, as called for, and in the manner designated in, and in strict conformity with, the Plans and Specifications prepared by Carollo Engineers and adopted by the Owner. These Plans and Specifications are entitled respectively, Primary Treatment Facility – Package 2, Public Works Project No. UY-16/01-20.

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

3. **Contract Price.** The Owner agrees to pay and the Contractor agrees to accept, in full payment for the work above agreed to be done, the sum of ONE HUNDRED MILLION ONE HUNDRED EIGHTY EIGHT THOUSAND AND NO/100 DOLLARS (\$100,188,000.00) subject to final determination of the work performed and material furnished at unit prices per "Exhibit A" attached hereto and incorporated by this reference, and subject to additions and deductions in accordance, as provided in the Documents and in accordance with Contract Documents. The sum includes base bid and accepted Additive Alternate "C". All other Additive Alternate(s) are rejected by Owner, and are not included in this contract.

**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 within the time stipulated in Section 00800-1.1, **Time Allowed for Completion.**

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
Contractor:	C. Overaa & Co. Attn: Larry Etcheverry, Vice President 200 Parr Boulevard Richmond, CA 94801

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

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

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

**15. Insurance.** 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 and Automobile 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 prescribed in Section 00800-2.1, **Insurance**. 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, use of owned automobiles, products and completed operations, including U, C and X. 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.

**16. Hold Harmless.** Contractor agrees to defend, save, indemnify and hold harmless City, the Design Consultant and Construction Manager, and their officers, officials, partners, employees, agents, volunteers and their consultants for the Project, as provided for in Section 00800-2.1.6 **Indemnification**, against any and all liability, claims, judgments, or demands, including demands arising from injuries or death of persons (Contractor's employees included) and damage to property, arising directly or indirectly out of the obligations herein undertaken or out of the operations conducted by Contractor, save and except claims or litigation arising through the active negligence or willful misconduct of Owner, or of Owner's officials, agents, employees, servants, or independent contractors who are directly responsible to Owner. Contractor shall make good and reimburse Owner for any expenditures, including reasonable attorneys' fees, Owner may make by reason of such claim or litigation, and, if requested by Owner, Contractor shall defend any such suits at the sole cost and expense of Contractor.

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

execution of this Contract by Contractor, or by any subcontractor under this Contract, for each calendar day during which the laborer, worker, or mechanic is required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week in violation of the provisions of the Sections of the Labor Code.

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

**18. Wage Rates.** Pursuant to the Labor Code of the State of California, or any applicable local law, Owner has ascertained the general prevailing rate per diem wages and rates for holidays, and overtime work in the city, for each craft, classification, or type of laborer, worker, or mechanic needed to execute this Contract. Owner has adopted, by reference, the general prevailing rate of wages applicable to the work to be done under the Contract, as adopted and published by the Division of Labor Standards Enforcement and Labor Statistics and Research of the State of California, Department of Industrial Relations, to which reference is hereby made for a full and detailed description. A copy of the prevailing wage rates may be reviewed in the office of the Director of Public Works, City of Sunnyvale, 456 West Olive Avenue, Sunnyvale, California. Copies of the Federal (Davis-Bacon) prevailing wage rates are available on-line at [www.wdol.gov](http://www.wdol.gov) and are provided in Section 00900 **STATE REVOLVING FUND PROGRAM SUPPLEMENTARY CONDITIONS**. The Contractor shall post a copy of said prevailing rate of per diem wages at each job site. Wage rates can also be obtained at [www.dir.ca.gov/DLSR/PWD](http://www.dir.ca.gov/DLSR/PWD). Neither the notice inviting bids nor this Contract shall constitute a representation of fact as to the prevailing wage rates upon which the Contractor or any subcontractor may base any claim against Owner.

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

In case it becomes necessary for Contractor or any subcontractor to employ on the project under this Contract any person in a trade or occupation (except executives, supervisory, administrative, clerical, or other non-manual workers as such) for which no

minimum wage rate is herein specified, Contractor shall immediately notify Owner who will promptly thereafter determine the prevailing rate for such additional trade or occupation and shall furnish Contractor with the minimum rate based thereon. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

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

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

**21. Liquidated Damages.** Time shall be the essence of this Contract. If Contractor fails to complete, within the time fixed for such completion, the entire work mentioned and described and contracted to be done and performed, Contractor shall become liable to Owner for liquidated damages in the amount specified in Section 00800-1.2, **Damages for Delays** 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.** In accordance with Section 7103.5 of the Public Contract Code, the Contractor and subcontractors shall conform to the following requirements. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the Owner all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act [Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code], arising from purchases of goods, materials or services pursuant to this Contract or the subcontract. Such assignment shall be made and become effective at the time the Owner tenders final payment to the Contractor, without further acknowledgment by the parties.

**23.** In accordance with California Business and Professions Code Section 7030, the Contractor is required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning the Contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

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

**25. SEVERABILITY.** If any term or portion of this Agreement is held to be invalid, illegal, or otherwise enforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

**26. 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.

City of Sunnyvale, page 9

**Bid Schedule  
Exhibit A**

**Base Bid**

<b>Item No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit of Measure</b>	<b>Unit Price</b>	<b>Total</b>
1	Mobilization/Demobilization (Not more than 2.5% of the Total Base Bid)	1	Lump Sum	Lump Sum	\$2,200,000
2	Sheeting, Shoring and Bracing	1	Lump Sum	Lump Sum	\$4,000,000
3	Pre-negotiated amount for Grit Removal System Specification Section 11323	1	Lump Sum	Lump Sum	\$543,600
4	Pre-negotiated amount for Grit Washer/Dewatering Units Specification Section 11324	1	Lump Sum	Lump Sum	\$674,000
5	Pre-negotiated amount for Screenings Washer/Compactors Specification Section 11333	1	Lump Sum	Lump Sum	562,400
6	Additional Bollards (REVOCABLE)	20	Each	\$500	\$10,000
7	Habitat Mitigation	1	Lump Sum	Lump Sum	
8	PCS System Computers and Hardware (REVOCABLE) Allowance Per Section 01026	1	Lump Sum	Lump Sum	\$100,000
9	Relocate/Repair Existing Utility Conflicts (REVOCABLE) Allowance Per Section 01026	1	Lump Sum	Lump Sum	\$200,000
10	Replace or Rehabilitate Misc. Electrical, Mechanical, and Communication Equipment (REVOCABLE) Allowance Per Section 01026	1	Lump Sum	Lump Sum	\$100,000
11	All other work required	1	Lump Sum	Lump Sum	\$90,048,000

**Alternates**

<b>Item No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit of Measure</b>	<b>Unit Price</b>	<b>Total</b>
C	Primary Effluent Bypass Pipeline	1	Lump Sum	Lump Sum	\$750,000

## Exhibit B

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

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

\*\*\* END OF SECTION \*\*\*

**DRAFT SECOND AMENDMENT TO CONSULTANT SERVICES AGREEMENT  
BETWEEN THE CITY OF SUNNYVALE AND CAROLLO ENGINEERS FOR  
DESIGN AND CONSTRUCTION SUPPORT SERVICES FOR WATER  
POLLUTION CONTROL PLANT MASTER PLAN AND  
PRIMARY TREATMENT FACILITY DESIGN**

This Second Amendment to Consultant Services Agreement, dated \_\_\_\_\_, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY") and CAROLLO ENGINEERS ("CONSULTANT").

WHEREAS, on May 21, 2013, CITY and CONSULTANT entered into a Consultant Services Agreement whereby CONSULTANT would perform professional services necessary for investigation, analysis, environmental documentation, master planning services, engineering design, preparation of construction drawings and contract specifications, consultation, services during construction and other services for a project known as the Water Pollution Control Plant Master Plan and Primary Treatment Facility Design (Public Works Project No. UY-15/01-19); and

WHEREAS, on January 9, 2015, CITY and CONSULTANT entered into an Amendment to Consultant Services Agreement to add CEQA and design-related services associated with a Membrane Bioreactor (MBR) option for the production of recycled water at the Water Pollution Control Plant (WPCP), which increased the total contract value by \$507,160, from \$12,439,641 to \$12,946,801, in conjunction with a funding agreement with the Santa Clara Valley Water District (SCVWD); and

WHEREAS, the CITY and CONSULTANT now agree that a Second Amendment to said Agreement is advisable in order to increase funding for Engineering Services During Construction associated with the Primary Treatment Facility Package 2 construction contract;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS SECOND AMENDMENT TO CONSULTANT SERVICES AGREEMENT:

1. Services by CONSULTANT – Replace first paragraph with the following:

1. Services by CONSULTANT

CONSULTANT shall provide Base services in accordance with Sections I through VIII of Exhibit "A" and associated Attachment 1 entitled "Master Plan and Primary Treatment Facility Design Scope of Work", as well as Exhibit "A-2" entitled "Scope of Services to Support Potential MBR/RO Facilities", and Exhibit A-3 entitled "Scope of Services for Additional Engineering Services During Construction for Primary Treatment Facility Package 2" attached and incorporated by reference.



2. Notice to Proceed/Completion of Services – Replace Paragraph (b) with the following:

2. (b) When CITY determines that CONSULTANT has satisfactorily completed the services defined in Exhibits “A”, “A-2” and “A-3”, 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”) Scope of Services to Support Potential MBR/RO Facilities (Exhibit “A-2”), and Scope of Services for Additional Engineering Services During Construction for Primary Treatment Facility Package 2 (Exhibit “A-3”), and if so requested, CITY shall make this determination within fourteen (14) days of such request.

4. Payment of Fees and Expenses – Replace with the following:

4. Payment of Fees and Expenses

City agrees to pay CONSULTANT for the services rendered pursuant to this Agreement, the amounts and rates in Exhibit “C – Compensation Schedule” and also in Exhibits “A-2” and “A-3”, subject to the payment provisions and not-to-exceed sums set forth in this section.

Payments shall be made to CONSULTANT on a monthly basis. Compensation will not be due until a 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. Copies of the pertinent financial records will be included with the submission of billings) for all direct reimbursables.

In no event shall the total amount of compensation payable under this Agreement for Base services exceed the sum of Eleven Million Eighty-Eight Thousand One Hundred Twenty Seven and No/100 Dollars (\$11,088,127.00), unless upon written modification of this Agreement executed by both parties.

In no event shall the total amount of compensation payable under this Agreement for As-needed services exceed the sum of One Million Three Hundred Fifty One Thousand Five Hundred Fourteen and No/100 Dollars (\$1,351,514.00), unless upon written modification of this Agreement executed by both parties.

In no event shall the total amount of compensation payable under this Agreement for Scope of Services to Support Potential MBR/RO Facilities (Exhibit “A-2”) exceed the sum of Five Hundred Seven Thousand One Hundred Sixty and

No/100 Dollars (\$507,160.00) unless upon written modification of this Agreement executed by both parties.

In no event shall the total amount of compensation payable under this Agreement for Scope of Services for Additional Engineering Services During Construction for Primary Treatment Facility Package 2 (Exhibit "A-3") exceed the sum of One Million Two Hundred Ten Thousand One Hundred Seventy Three and No/100 Dollars (\$1,210,173.00) unless upon written modification of this Agreement.

In no event shall the total amount of compensations payable under this Agreement exceed the total sum of Fourteen Million One Hundred Fifty Six Thousand Nine Hundred Thirty Eight and No/100 Dollars (\$14,156,938.00).

All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707.

8. Standard of Workmanship – Replace second paragraph with the following:

8. Standard of Workmanship

The plans, designs, specifications, estimates, calculations, reports and other documents furnished under Exhibits "A", "A-2" and "A-3" 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.

All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the parties have executed this Agreement Amendment.

ATTEST:

CITY OF SUNNYVALE ("CITY")

By \_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
City Manager

APPROVED AS TO FORM:

CAROLLO ENGINEERING  
("CONSULTANT")

By \_\_\_\_\_  
City Attorney

By \_\_\_\_\_  
\_\_\_\_\_  
Name and Title

By \_\_\_\_\_  
\_\_\_\_\_  
Name and Title

## **SCOPE OF SERVICES FOR ADDITIONAL ENGINEERING SERVICES DURING CONSTRUCTION FOR PRIMARY TREATMENT FACILITY PACKAGE 2**

### **BACKGROUND**

The City of Sunnyvale (City) (Owner) is currently moving forward with the Primary Treatment Facility project at the Water Pollution Control Plant (WPCP). This project includes construction of a new headworks, primary sedimentation tanks, and associated support facilities. Engineering services during construction (ESDCs) were estimated in 2013 by Carollo/HDR (Consultant) before any detailed engineering was completed on the proposed facilities. The construction value of the project based on the current project scope is estimated at approximately \$106 million. The project will be completed in three construction packages based on the following assumed construction schedule:

- Package 1 - June 2016 through May 2017
- Package 2 - June 2017 through December 2020
- Package 3 - To be determined.

This scope of work covers additions to the Primary Facility – ESDC's Task 4.2 and associated subtasks for the ESDCs for Package 2 contained in the initial Consultant Services Agreement dated May 21, 2013. The design of Package 3, which consists primarily of landscaping work, is currently on hold and will be developed at a later date.

These additional Task 4.2 costs total \$1,210,137. Of this amount, \$989,346 is apportioned to Carollo/HDR. The remainder of \$220,791 is apportioned to subconsultants as detailed below.

### **SCOPE OF SERVICES**

This section presents the Scope of Services for the WPCP Primary Treatment Facility Project - Engineering Services during Construction (ESDC). This project will utilize Oracle Unifier software, a web-based construction management software to be provided by the Owner, to manage electronic media. The City has selected Covello Associates to provide third party construction management services for this project.

#### **Task 4.2.1 – Review Request for Information (RFIs)**

Consultant shall review Requests for Information (RFIs) from the Contractor forwarded by the City's Construction Manager (CM) within an average turnaround time of seven (7) calendar

days. Consultant shall issue Design Clarifications (DCs) where a need for clarification is identified by the City, CM or Consultant.

**Task 4.2.1.1 – Review RFIs.** Consultant shall review and respond to RFIs and issue interpretations and DCs to the contract documents. For budgeting purposes, the following assumptions have been made:

- Consultant shall respond to approximately 760 RFIs and DCs assuming an average review time of 6 hours per RFI/DC response. DCs typically require additional effort but should be accommodated within this budget based on the assumption of no more than 40 DCs within the 760 actions under this task. Consultant has budgeted the following amounts for Consultant's subcontractors to assist with this effort:
  - \$10,448 for geotechnical subcontractor (Fugro).
  - \$10,080 for architectural subcontractor (Burks Toma).
  - \$5,000 for air permitting support (Mizutani)
  - \$4,706 for other wetlands mitigation effort (HT Harvey)

**Information Provided by City/CM:**

- RFIs (from Contractor and City/CM).

**Consultant Deliverables:**

- Written responses to RFIs.
- Design Clarifications (DCs).

**Assumptions:**

- RFIs will be sourced from the construction contractor and requests from the CM team have been addressed through the design review process. No allowance is included for design review queries from the CM team following the design period.

**Task 4.2.2 – Review Submittals and Shop Drawings**

Consultant shall review submittals and shop drawings from the Contractor transmitted by the CM.

**Task 4.2.2.1 – Review Submittals and Shop Drawings.** Consultant shall review and respond to product submittals and shop drawing submittals (excluding submittals listed below under assumptions and clarifications) from the Contractor forwarded by the CM. Submittals will be reviewed in accordance with the contract documents and returned to CM within 30 calendar days. Review comments will be returned to the CM for processing and distribution to the Contractor and other parties. For budgeting purposes, the following assumptions have been made:

- Package 2: Consultant shall respond to approximately 540 submittals assuming an average processing and review time of 8 hours per submittal and 135 resubmittals assuming an average processing and review time of 4 hours per shop drawing resubmittal. Preceding assumptions are based on a specification derived list of submittals compiled from the contract specifications. Consultant has budgeted the following amounts for Consultant's subcontractors to assist with this effort:
  - \$9,398 for geotechnical subcontractor (Fugro).
  - \$18,669 for architectural subcontractor (Burks Toma).
  - \$2,000 for odor control (Webster and Associates).
  - \$4,706 for wetlands mitigation effort (HT Harvey)

**Information Provided by City/CM:**

- Submittals, including shop drawings, as required by the Contract Documents and resubmittals (from Contractor).

**Consultant Deliverables:**

- Written comments on submittals and resubmittals.

**Task 4.2.2.2 – Review Substitution Requests.** Consultant shall review equipment substitution (or-equal) requests submitted by the Contractor. For budgeting purposes, the following assumptions have been made:

Package 2: Consultant shall review approximately 4 equipment substitution (or-equal) requests assuming an average processing and review time of 16 hours per request.

**Information Provided by City/CM:**

- Formal equipment substitution requests (from Contractor).

**Consultant Deliverables:**

- Written responses to substitution requests.

**Task 4.2.3 - Project Management, Meetings and Field Observation**

Consultant shall provide project administration and management, attend specified meetings, and provide supplemental field observation during the construction period.

**Task 4.2.3.1 - Project Management.** Consultant shall provide project management and administration necessary for proper planning, filing, execution, monitoring, quality control, and reporting of this project during the construction period. Consultant shall prepare a brief monthly progress summary letter report for attachment to the monthly invoice to track status of budget expenditures by task description and key work activities completed during that billing period. For budgeting purposes, the following assumptions have been made:

- For this task, Consultant has assumed an effort level of 10 hours per month for 44 months. Consultant's subcontractor has the following budget for this task:
  - \$6,216 for architectural subcontractor (Burks Toma).
  - \$4,212 for wetlands mitigation effort (HT Harvey)

**Information Provided by City:**

- None.

**Consultant Deliverables:**

- Monthly progress summary letter with each invoice.

**Task 4.2.3.2 – Pre-Construction Conference.** Consultant's principal-in-charge, project manager, project engineer, and Consultant's design partner (HDR) shall attend a pre-construction meeting with the City, CM, plant staff, and Contractor. The purpose of the meeting is to facilitate understanding of the contract requirements by all parties involved. For budgeting purposes, the following assumptions have been made:

- Package 2: For this task, Consultant has included a budget of 8 hours, including travel time.

**Information Provided by City/CM:**

- Meeting agenda and meeting minutes (from the CM).

**Consultant Deliverables:**

- As-needed discussion topics prior to the meeting.
- Attendance and input at the pre-construction conference.
- Review and comment on meeting minutes.

**Task 4.2.3.3 – Progress Meetings.** Consultant shall attend progress meetings once per month with the City, plant staff, construction manager (CM) and Contractor. The purpose of these meetings is to discuss construction status and to review key issues with the Contractor. The meetings will be conducted by the CM. For budgeting purposes, the following assumptions have been made:

- Consultant's project manager or project engineer (Carollo) shall attend 42 progress meetings.

**Information Provided by City/CM:**

- Meeting agenda and meeting minutes (from CM).

**Consultant Deliverables:**

- Identify discussion topics prior to the meeting, as needed.
- Attendance and input at the progress meetings.
- Review and comment on meeting minutes.

**Task 4.2.3.4 –Technical Meetings.** Consultant shall attend technical meetings with the City, plant staff, CM and Contractor. The purpose of these meetings is to discuss technical elements of the project outside of the regular progress meetings. These meetings will be conducted by the CM. For budgeting purposes, the following assumptions have been made:

- Consultant shall attend the following meetings during the construction period: 4 equipment pre-submittal meetings; 6 quality assurance meetings; 4 field pre-installation meetings; 3 electrical system study meetings per Section 16050; 4 control logic meetings per Section 17050; and 3 PG&E coordination meetings. Attendance at system configuration meetings is included in Task 7.2.2 described below. Consultant shall provide, as-requested, discipline specific personnel in the areas of civil, architectural, structural, HVAC, mechanical, electrical, and instrumentation for these technical meetings. For this task, a budget of 252 hours, including travel time, has been included. Consultant has budgeted the following amounts for Consultant's subcontractors to assist with this effort:



- \$10,395 for geotechnical subcontractor (Fugro).
- \$5,040 for architectural subcontractor (Burks Toma).

**Information Provided by CM:**

- Meeting agenda and meeting minutes.

**Consultant Deliverables:**

- Identify discussion topics prior to the meeting, as needed.
- Attendance and input at technical meetings.
- Review and comment on meeting minutes.

**Task 4.2.3.5 – Post Construction Guaranty Period Meetings.** Consultant's project manager and project engineer shall attend a post construction meeting with the City, CM, plant staff, and Contractor approximately 11 months after the date of substantial completion for Package 2. The purpose of this meeting is to review any issues that may require the Contractor to repair prior to expiration of the project warranty period. For budgeting purposes, the following assumptions have been made:

- Package 2: For this task, Consultant has included a budget of 8 hours, including travel time.

**Information Provided by City/CM:**

- Meeting agenda and meeting minutes.

**Consultant Deliverables:**

- Identify discussion topics prior to the meeting, as needed.
- Attendance and input at the post construction meeting.
- Review and comment on meeting minutes

**Task 4.2.3.6 – Partnering Meetings.** Consultant shall attend the partnering workshop that is part of the pre-construction conference with the City, plant staff, construction manager (CM) and Contractor. Consultant shall also attend follow-up partnering meetings when requested by the Owner. The purpose of these meetings is to keep all parties involved and apprised of project status, events and schedule. The meetings will be conducted by the CM.

For budgeting purposes, the following assumptions have been made:

- Consultant's principal-in-charge and project manager shall attend the initial partnering workshop.

**Information Provided by City/CM:**

- Meeting agenda and meeting minutes (from CM).

**Consultant Deliverables:**

- Identify discussion topics prior to the meeting, as needed.
- Attendance and input at the partnering meetings.
- Review and comment on meeting minutes

**Task 4.2.3.7 – Field Observation.** Consultant will provide the field structural observation services by a registered civil or structural engineer required by Chapter 17, Section 1704.5 of the 2013 CBC specifically described below. Contractor and/or CM will provide all special inspection services required by the California Building Code (CBC).

- Consultant will provide the following field structural observation services during construction for the items indicated on the "Schedule of Structural Observation" included on the Package 2 Contract Drawings. For this task, Consultant has assumed 16 site inspections with each inspection requiring 8 hours including travel time. In addition, Consultant's geotechnical engineer (Fugro) will provide field observation services for the geotechnical related items indicated on the "Schedule of Structural Observation" included on the Package 2 Contract Drawings during construction. Fugro will also provide periodic observation for the installation of the vinyl and coated steel sheet pile cut-off walls installed for flood protection under the project. Consultant has budgeted the following amount for Consultant's subcontractor to provide this service:
  - \$52,500 for geotechnical subcontractor (Fugro).
- Consultant's environmental subcontractor (HT Harvey) will provide up to 10 site inspections to review implementation of habitat mitigation work. Consultant has budgeted the following amount for Consultant's subcontractor to provide this service:
  - \$6,868 for environmental subcontractor (HT Harvey).

**Information Provided by City/CM:**

- Advance notice (3 working days minimum) of need for field observation.

**Consultant Deliverables:**

- Field reports by geotechnical engineer.
- Field reports by structural engineer.
- At the conclusion of work included in the building permit, written statement that the site visits have been made and identify any reported deficiency submitted to the City Building Department.
- Field notes by environmental subcontractor.

#### **Task 4.2.4 - Prepare Record Drawings**

Consultant shall prepare record drawings of the project to incorporate changes made during the construction period.

**Task 4.2.4.1 – Record Drawings.** Consultant shall prepare record drawings after construction contract closeout using Consultant's standard format to include changes made during the construction period. It is assumed that the Contractor and City's CM team will maintain a full-size set of marked-up drawings detailing all field changes and clarifications. Consultant shall not be responsible for field measuring as-built conditions and will rely solely on the information provided by the CM and Contractor as the basis for preparing the record drawings. For budgeting purposes, the following assumptions have been made:

- For this task, Consultant has included a budget based on an average of 1.5 hours per drawing and a total of 695 drawings. Consultant has budgeted \$5,670 for Consultant's architect (Burks Toma) to assist with this effort.
- Consultant has also budgeted \$8,388 for consultant's environmental subconsultant, HT Harvey, to prepare and submit a Biological As-built Report to the California Department of Fish and Wildlife (CDFW) after completion of the mitigation site construction.

#### **Information Provided by City/CM:**

- Conformed copy of full-size as-built drawing markups by the Contractor and the City's CM team.

#### **Consultant Deliverables:**

- One hard copy of the full-size record drawings.
- One electronic copy (pdf) of the half-size and full-size record drawings.
- AutoCAD drawing files with .ctb files, plot configuration files, and Xref drawings.
- Biological As-built Report in pdf format (no hard copies will be provided) including plan view drawings of the mitigation areas showing planting zones, quantities installed, spacing and any biologically significant deviations from the concepts in the Project MMP.

#### **Task 4.2.5 – Review Proposed Substitutions (included in Task 4.2)**

#### **Task 4.2.6 – Assistance With Contract Changes**

Consultant shall provide engineering support services specified herein to assist the City and CM during the construction period.

**Task 4.2.6.1 – Review Cost Reduction Proposals.** Consultant shall review formal cost reduction proposals submitted by the Contractor. For budgeting purposes, the following assumptions have been made:

- For this task, Consultant shall respond to 2 cost reduction proposals assuming an average processing and review time of 40 hours per proposal. Consultant has budgeted the following amounts for Consultant's subcontractors to assist with this effort:
  - \$3,483 for geotechnical subcontractor (Fugro).
  - \$5,000 for constructability consultant (Ewing)
  - \$1,344 for architectural subcontractor (Burks Toma).

**Task 4.2.6.2 – Assist With Review of Contract Change Orders.** Review shall be limited to merits of the proposed change order and providing input on applicable unit and material prices of selected items. The City and CM will negotiate the proposed change order cost with the Contractor based on Consultant's input on applicable equipment and material prices. For budgeting purposes, the following assumptions have been made:

- For this task, Consultant shall respond to approximately 20 contract change orders assuming an average processing and review time of 8 hours per change order. Consultant has budgeted the following amounts for Consultant's subcontractors to assist with this effort:
  - \$3,483 for geotechnical subcontractor (Fugro).
  - \$5,000 for constructability consultant (Ewing)
  - \$2,016 for architectural subcontractor (Burks Toma).

**Task 4.2.6.3 – Assist With Owner Requested Field Changes.** Clarify and/or change the intent of the contract documents at the request of the City. In preparing the proposed change, Consultant shall issue revised specifications, drawings, and/or sketches, as necessary, to

change the intent of the contract documents and review cost of proposed changes. For budgeting purposes, the following assumptions have been made:

- For this task, Consultant shall respond to approximately 4 City requested field changes assuming an average processing and review time of 40 hours per field change. Consultant has budgeted the following amounts for Consultant's subcontractors to assist with this effort:
  - \$3,483 for geotechnical subcontractor (Fugro).
  - \$2,688 for architectural subcontractor (Burks Toma).
  - \$5,000 allowance for air permitting of odor treatment facilities if accepted as a bid alternate (Mizutani)

**Information Provided by City:**

- Value engineering proposals from the Contractor.
- Proposed change orders.
- Proposed Owner requested changes to contract documents.

**Consultant Deliverables:**

- Written responses to the value engineering proposals.
- Written review comments to change orders.
- Completed specifications, drawings, and/or sketches per proposed changes to contract documents.

**Task 4.2.7 - Operation and Maintenance Manual Updates**

Consultant shall prepare operation and maintenance (O&M) manual updates for new elements of this project.

**Task 4.2.7.1 – Operation and Maintenance Manuals Updates.** Consultant shall prepare operational awareness and decision making information to support the plant's existing O&M manual. Information will be provided as a PowerPoint-based Area Management Plan (AMP) document. Each AMP will furnish information for staff to understand, operate, and optimize new unit processes in a format that can be used to train future workers. One AMP will cover the headworks process and ancillary equipment including the Influent Junction Box, Screenings Facility, Grit and Screenings Handling Facility, Influent Pump Station, Grit Basins, Grit Pump

Station, and Odor Control Facility. The second AMP will cover the primary sedimentation process, including the Primary Sedimentation Tanks, Primary Sludge Pump Station, Primary Scum Pump Stations, and CEPT Facility. It is anticipated that each AMP presentation will be presented to plant staff twice. AMP sections include:

- Process Overview and Objective
- Design Criteria
- Process Parameters and Performance Goals
- Key Performance Indicators
- Process Control Variables and Parameters
- Process Control Decisions
- Process Control Response
- Process Control Observations
- Sampling and Data Recording
- Situational Response (links to Standard Operating Procedures by others)
- Duties and/or Expectations of the O&M staff working within each area

Materials generated during the unit process peer-to-peer vendor training will make up a large portion of the content of each AMP. In addition, graphics generated from the SCADA controls effort will be included to the extent possible. Electronic versions of the final PowerPoint-based AMPs will be provided to allow them to be added to an electronic O&M Manual, or accessed using a tablet or other comparable device. Electronic versions will be formatted to allow Sunnyvale staff to update them as desired in the future. The City's existing O&M manual will not be edited. Reference to the new AMP documents from the existing O&M manual will be made by City staff. For this task, Consultant has included a budget equivalent of 448 hours. Consultant has budgeted the following amounts for Consultant's subcontractors to assist with this effort:

**Information Provided by City:**

- Expectations of the various levels of staff with respect to operating, maintaining, and managing the headworks and primary sedimentation processes.
- SCADA controls graphics.
- Review comments on draft documents.

**Consultant Deliverables:**

- Two Area Management Plan (AMP) documents in electronic PowerPoint format (draft and final versions).
- Conduct two training sessions at WPCP for plant staff to present the AMPs.

### **Task 4.2.8 – Participate in Equipment Testing, Integration, Commissioning and Startup**

Consultant shall provide selected support services outlined herein to the City staff and CM.

**Task 4.2.8.1 – Witness Factory Testing.** Consultant shall witness factory testing of the following equipment:

- Influent Pumps (Section 11312G). For budgeting purposes it has been assumed that the PMC will witness the influent pump factory testing and the Consultant will not attend the factory testing.
- Generator Control System (Section 16251) and 15-Kilovolt Medium Voltage Switchgear (Section 16342): For budgeting purposes it is assumed these two items will be tested together. 1 trip and a total of 5 working days (including testing and travel) has been assumed.
- Instrumentation and Control Testing, Calibration and Commissioning (Section 17950). For budgeting purposes, 4 site visits to the systems integrator house and total of 10 working days (including testing and travel) is assumed.

For this task, a budget of 120 hours has been included. Consultant has budgeted the following amounts for Consultant's subcontractors to assist with this effort:

#### **Information Provided by City/CM:**

- Construction schedule updates and minimum 1 month advanced notification of testing dates as related to the above listed elements.

#### **Consultant Deliverables:**

- Letter report summarizing findings from each test witnessing.

### **Task 4.2.8.2 – SCADA Integration Assistance.**

#### ***Task 4.2.8.2.1- Engineering Support for Programming Standards and Algorithms Development***

The following scope of work outlines the effort required by Carollo/HDR to support the program management consultant (PMC) effort to develop Programming Standards and Control Algorithms for the Primary Treatment Facility. This work was previously approved by Notice to Proceed No. 15 dated October 7, 2015. Work under this task is most closely associated with Package 2 and has been budgeted under that project.

Task 4.2.8.2.1.1 - Project Management. The purpose of this task is to provide management, coordination, and overall communication between the PMC team and the engineering review team and to participate in meetings and conference calls scheduled by the PMC team. Specific activities to be completed are listed below:

- Participate by phone in two-hour Project Kickoff workshop.
- Participate by phone in four-hour PLC Programming Standard and Programming Tagging Standard workshop.
- Participate in one hour PLC Programming Standard and Final Programming Tagging Standard conference call.
- Participate by phone in four-hour HMI Programming Standard workshop.
- Participate in one hour HMI Programming Standard conference call.
- Participate by phone in one-hour Communications and Security Standards conference call.
- Participate in one hour Communications and Security Standards conference call.
- Participate by phone in three (3) four-hour process optimization workshops.
- Participate in person in three (3) four-hour Control Algorithm workshops.

Task 4.2.8.2.1.2 - Programming Standards Governance. Carollo/HDR will review the Standards Governance document which defines the standards use and revisions throughout the City's control system. Work activities include:

- Review and comment on Draft Programming Standards Governance Document.
- Resolve PMC responses to comments on Draft Programming Standards Governance Document.

Task 4.2.8.2.1.3 - PLC Programming Standard. Consultant will review the PLC Programming Standard document which defines the PLC program structure, configuration, and programming library documentation to be used throughout the City's control system. Work activities include:

- Review and comment on Draft PLC Programming Standard document.
- Resolve PMC responses to comments on Draft PLC Programming Standard document.

Task 4.2.8.2.1.4 - HMI Programming Standard. Consultant will review the HMI Programming Standard document which defines the HMI program structure, configuration, graphical requirements, alarm and navigation hierarchy, security requirements and Plant PAX graphical



object library documentation to be used throughout the City's control system. Work activities include:

- Review and comment on Draft HMI Programming Standard document.
- Resolve PMC responses to comments on Draft HMI Programming Standard document.

Task 4.2.8.2.1.5 - Programming Tagging Standard. Consultant will review the Programming Tagging Standard which defines the specific tagging structure to be used throughout the City's control system. Work activities include:

- Review and comment on Draft HMI Programming Standard document.
- Resolve PMC responses to comments on Draft HMI Programming Standard document.

Task 4.2.8.2.1.6 - Communications Standard. Consultant will review the Communications Standard document which defines the local and remote communications network structure, configuration, hardware requirements, and monitoring requirements to be used throughout the City's control system. Work activities include:

- Review and comment on Draft Communications Standard document.
- Resolve PMC responses to comments on Draft Communications Standard document.

Task 4.2.8.2.1.7 - Security Standard. Consultant will review the Security Standard document which defines the control system access, modifications, and implementation security requirements and practices to be used throughout the City's control system. Work activities include:

- Review and comment on Draft Security Standard document.
- Resolve PMC responses to comments on Draft Security Standard document.

Task 4.2.8.2.1.8 - Process Optimization & Failure Analysis Development. Consultant will review documents developed from workshops to discuss and develop additional process optimization opportunities for specific plant processes. Work activities include:

- Review and comment on three draft meeting minutes.

This scope of work assumes that results of this workshop will be incorporated into the PMC developed standards and algorithm documents and will not impact the control strategies and P&IDs developed during final design of the Primary Treatment Facility Project.

Task 4.2.8.2.1.9 - Control Systems Algorithms. Consultant will review process area specific control algorithms that will provide specific documentation on how each of the process area controls systems are controlled and monitored. Work activities include:

- Review and comment on three Draft Control Algorithms documents reflecting the individual control loops listed in Appendix B of the PMC scope of work.
- Resolve PMC responses to comments on Draft Control Algorithms document.
- Review and comment on three draft meeting minutes.

This scope of work assumes that the control system algorithms will be generated following concepts developed during the final design of the Primary Treatment Facility Project and will not alter the control strategies and P&IDs that have already been developed.

Task 4.2.8.2.1.10 - Incorporate Standards/Algorithms into Contract Documents. Consultant will incorporate standards and algorithms produced by the PMC effort into the contract documents for bidding. It is assumed that that standards and algorithms will be stand-alone electronic documents that can be incorporated as appendices to Carollo/HDR standard CSI formatted specifications with minimal formatting changes.

#### ***Task 4.2.8.2.2 Programming Field Support***

Task 4.2.8.2.2.1 - System Configuration Meetings: Preliminary Meeting (Section 17050). Before any development work has begun, Consultant will have one meeting with the programmer to review examples of the following: (1) HMI displays; (2) HMI symbology; (3) HMI navigation; (4) HMI alarm banners and (5) sample reports.

Task 4.2.8.2.2.2 - System Configuration Meetings: Presubmittal Review (Section 17050). Consultant will perform this process screen review (hard copy) to verify the following: (1) majority of the equipment is included; (2) elements have proper level of detail; (3) selections made in the preliminary meeting are included and utilized and (4) all analog and digital values have the correct units and indicators.

Task 4.2.8.2.2.3 - System Configuration Meetings: Intermediate Review Meeting (Section 17050). After the initial database is developed and typical screens, trends and reports have been entered, Consultant will have a meeting with the programmer to review the system electronically live in front of staff and receive operator feedback.

Task 4.2.8.2.2.4 - System Configuration Meetings: Final Review Meeting (Section 17050). Held after all HMI interface submittals have been submitted. Meet to discuss HMI interface submittals and requirements.

A total budget equivalent of 80 hours is included for Task 4.2.8.2.2, Programming Field Support.

Consultant has budgeted the following amounts for Consultant's subcontractors to assist with this effort:

- \$21,000 for process support (Ekster and Associates)

**Task 4.2.8.3 – Commissioning and Startup Assistance.** The services and budget for commissioning and startup assistance is based on the assumption that the Primary Treatment Facility will be commissioned and started up over a three month period in 2020. Consultant's Operations Specialist will support the Contractor and City's staff during the Process Start-up Period and Process Operational Period of the new facilities. Activities shall include the following support to the Contractor's Commissioning and Startup Coordinator (CSC) and City plant O&M staff:

- (1) A 60 hour allowance has been included for Consultant's Operational Specialist to provide onsite support to the Contractor's CSC during the first seven days of process startup.
- (2) An 140 hour allowance has been included for Consultant's Operational Specialist and process area design engineers to support City staff by providing consultation/trouble shooting on an as-needed basis to resolve startup and process setting adjustment issues and provide general consultation regarding equipment operation issues during and following the Process Operational Period.

A total budget equivalent of 200 hours is included for this task.

Consultant has also budgeted the following amounts for Consultant's subcontractors to assist with this effort:

- \$4,000 for odor control (Webster and Associates)

**Information Provided by City:**

- Startup questions.
- Laboratory analysis

**Consultant Deliverables:**

- Onsite support for seven days starting the day before raw sewage is introduced to the new systems.

#### **Task 4.2.9 – Participate in Final Inspection**

Consultant shall assist the City and CM in performing a project “walk-through” inspection and preparing a substantial completion punch list of outstanding items to be completed by the Contractor to achieve final acceptance. For budgeting purposes, the following assumptions have been made:

- For this task, Consultant has included a budget of 32 hours. Anticipated areas requiring inspection include: screening facility; grit and screenings handling facility; influent pump station; grit basins; primary sedimentation tanks; CEPT facility; odor control facility; power generation facility; headworks electrical building; switchgear building; standby generator area; and site facilities.

#### **Information Provided by City:**

- None.

#### **Consultant Deliverables:**

- Attendance and input at the inspections.
- List of punch-list items.

### **ASSUMPTIONS AND CLARIFICATIONS.**

Some key assumptions made in development of the scope of work are listed below.

- The work effort and budget estimate are based on the current available construction schedule for Package 1 work and the issued-for-bid Package 2 documents.
- CM will manage flow of all construction documents including logging documents, distributing Contractor generated documents (e.g. RFIs, submittals, etc.) electronically to the Consultant for review, and issuing Consultant generated documents (e.g. RFI responses, submittal review comments, etc.) to the Contractor.
- City will provide access to the City's record management software (Oracle Unifier) for the Consultant and Consultant's subcontractors free-of-charge. The scope and budget do not include any license or access fees associated with the use of the record management software.

- After completion of the project, Consultant will have full access to project files created by the Consultant through the record management software including the right to copy any files for record keeping.
- CM will review bid results, contracts and all other documentation required under Division 0.
- CM will review and comment on submittals on the following topics: site safety, Contractor cost breakdown, Contractor submittal list, Contractor quality assurance, Contractor quality control, temporary shoring, dewatering, and Contractor's geotechnical report. Consultant will not participate in review of these submittals.
- CM will review and comment on Contractor's baseline schedule and schedule updates.
- CM will review and process progress payment requests
- CM and WPCP staff will review and coordinate System Outage Requests.
- Contractor and/or CM will conduct all regular and special inspections at the project site.
- The scope and budget do not include claims management assistance to the City.
- The scope and budget do not include field alteration redesign services to correct facilities that the Contractor did not construct in accordance with the Contract Documents.
- The scope and budget do not include modifications to the existing WPCP O&M Manual.
- The scope and budget do not include the development of Standard Operating Procedures (SOPs).
- The scope and budget do not include coordination or assistance related to SRF funding.
- The scope and budget do not include pre-construction wildlife surveys that may be required.
- The scope and budget do not include conducting the 5-year monitoring period for the completed mitigation work and preparing associated annual reports.



200 Parr Boulevard  
Richmond, CA 94801  
Tel 510-234-0926  
Fax 510-237-2435

March 8, 2017

City of Sunnyvale, Purchasing Division  
City Hall Annex  
650 West Olive Avenue  
Sunnyvale, CA 94086

Re: City of Sunnyvale Primary Treatment Facility Package 2  
Public Works Project No. UY-16/01-20  
BID PROTEST

To whom it may concern:

C. Overaa & Co. ("Overaa") hereby protests the bid on the above-referenced contract by Flatiron West, Inc. ("Flatiron"), on the grounds that Flatiron's bid was non-responsive, did not substantially conform to the bid requirements, and gave Flatiron a competitive advantage over Overaa and the other bidders. Specifically,

1. Flatiron does not have the experience performing similar projects to satisfy the bid specifications;
2. Flatiron misrepresented its experience; and
3. Overaa believes that the scope of work of Flatiron's ICSC does not include all that is required of the ICSC under the Technical Specifications.

**1. Flatiron's Experience does not Satisfy the Bid Specifications**

The City's bid package required that:

4. Bidder must meet both criteria "a" and "b" below.
  - a. For the Owner to consider the Bidder properly experienced in work of similar nature to this project, the Bidder must list at least \$250 million in construction volume over the past five years. Does the bidder meet this criteria: \_\_\_\_yes;  
\_\_\_\_ no?
  - b. For the Owner to consider the Bidder properly experienced in work of similar nature to this project, the Bidder must list at least \$250 million in construction volume on no more than five (5) and not less than three (3) projects completed within the last five (5) years on the following types of projects:



1. Water/Wastewater Treatment Plant Facility where the electrical, mechanical and instrumentation systems were part of the Contractor's contract.

In response, Flatiron submitted a "Project Information Attachment" listing six projects (copy enclosed). Of those six, however, only two were completed within the five years prior to the bid date. The total construction volume of the two listed projects within the given time frame was less than \$38 million. Thus, Flatiron did not satisfy either the construction volume or the number of similar projects requirements of the experience criteria of the bid package.

## **2. Flatiron Misrepresented its Experience**

Flatiron misrepresented work on some of the projects listed in its Project Information Attachment as work performed by the bidder when, in fact, the work was performed by an entirely different and only distantly affiliated company. Those are the last two projects on the list, the Rahway Valley Sewerage Authority and the Flushing Bay CSO, both of which were performed by E.E. Cruz, not by Flatiron West.

Flatiron stated in the Project Information Attachment that E.E. Cruz is a subsidiary of Flatiron, but that is untrue. E.E. Cruz is owned by a joint venture of Flatiron Construction Corporation and Turner Construction.<sup>1</sup> Flatiron West is a subsidiary of Flatiron Construction Corporation.<sup>2</sup> Thus, the relationship between Flatiron West and E.E. Cruz is not that of owner and subsidiary, but, rather, as half-siblings of a common parent company. It is unlikely that Flatiron West and E.E. Cruz, separate corporate entities located three thousand miles apart, share employees or expertise, so Flatiron West ought not be able to claim the experience of E.E. Cruz as its own.

## **3. Flatiron's ICSC may not be Performing all of its Required Scope**

Overaa is concerned that Flatiron's bid does not comply with the ICSC system supplier requirements of the Common Work Results for Process Control and Instrumentation Systems, §17050-25, subsection 1.06(E)(2)(a), of the Technical Specifications, that states:

"Due to the critical and complex technical requirements of this Project, all Work (materials, equipment, products, submittals, labor, services, etc.) specified in the Electric, and the Instrumentation and Control Specifications, and all Work indicated on the Electrical and Instrumentation Drawings is to be furnished by a single system supplier who had a single source responsibility for both the process control and instrumentation systems and the electrical power system."<sup>3</sup>

<sup>1</sup> [http://www.eecruz.com/aboutUs\\_History.php](http://www.eecruz.com/aboutUs_History.php).

<sup>2</sup> <http://www.bloomberg.com/research/stocks/private/snapshot.asp?privcapId=113641587>.

<sup>3</sup> This subsection is under the heading "System Supplier Responsibilities, rather than under the heading "ICSC", but the "System Supplier" is defined in §17050-5, subsection 1.03(B)(8) as follows: "System Supplier: As specified in ICSC Qualifications in the Quality Assurance article of this Section." Thus, the "system supplier", as that term is used in subsection 1.06(E)(2)(a), is the ICSC.

Overaa has reason to believe – although this cannot be confirmed without review of Flatiron’s subcontracts and sub-subcontracts, which ought to be in escrow by the time this letter is transmitted -- that the scope of work of Flatiron’s ICSC on which Flatiron’s bid was based does not include all of the above required equipment & services to be performed by a “single system supplier”, that some of the tasks listed have been left to the equipment suppliers to complete.

Overaa’s two prospective electrical subcontractors received proposals from three of the four pre-approved ICSCs, Tesco, Wunderlich-Malec and Glenmount Global Solutions (copies enclosed). Both electrical subcontractors who gave proposals to Overaa attempted to obtain proposals from Technical Systems, Inc. (TSI), but TSI would not respond, and we suspect TSI proposed exclusively to Flatiron & Blocka Construction. Of the three system integrator proposals received by Overaa’s prospective subcontractors, only the proposal from TESCO included all of the scope required by §1.06(E)(2)(a).

We do know that Flatiron’s electrical subcontractor, Blocka Construction, received a proposal from an equipment supplier, Buckles Smith, who represents Rockwell/Allen-Bradley, in the form of a “contractor package”, as opposed to a “system integrator package”. The “contractor package” proposed to have the Rockwell/Allen Bradley supplier perform all of the professional services of those gear packages , including complete Rockwell/Allen Bradley Submittal Package for the VFD’s and MCC’s, Complete Rockwell/Allen Bradley Factory Wiring, Witnessed Factory Testing at Rockwell/Allen Bradley’s Facility, Start-Up Services by Rockwell/Allen Bradley, Testing Services by Rockwell/Allen Bradley, Training Services by Rockwell/Allen Bradley and a Complete Spare Parts Package. All of those are prescribed to the ICSC under the technical specifications. A copy of that proposal for the Rockwell/Allen Bradley MCC “contractor package” equipment is enclosed. One can assume only that Blocka solicited the “Contractor Package”, and that their ICSC (TSI) was not going to perform those tasks. This may also indicate that other suppliers were also asked provide the “Contractor Package”, from which may be inferred that Blocka and Flatiron were not going to have the ICSC supply, customize and provide all associated professional services on the required electrical gear package.

TESCO, in contrast, obtained a “system integrator package” from the sole-sourced Rockwell/Allen Bradley vendor, Buckles Smith, per the requirements of the Common Work Results for Process Control and Instrumentation Systems, §17050, subsection 1.06(E)(2)(a). The “system integrator package” requires the ICSC to complete a wide range of tasks, including creating a custom submittal package for all of the MCC control wiring, custom control wiring/labeling by the ICSC at their facility, witnessed factory testing at the ICSC’s facility, start-up services by the ICSC, training services by the ICSC and final on-site testing services by the ICSC.

Thus, it seems likely that Flatiron’s bid contemplates that much of the work required to be performed by the ICSC will be performed, instead, by equipment suppliers. This would render Flatiron’s bid non-responsive, because it would not satisfy the intent of the specifications, which is to have a single source responsible for the PCIS system. This would also have given Flatiron a





substantial bid advantage, because the equipment suppliers can charge less to wire and test than does the ICSC system integrator for their custom equipment engineering, product configuration, custom control wiring & professional services.

Overaa respectfully requests that Flatiron's bid be disqualified.

Very truly yours,

A handwritten signature in black ink that reads "Jeff Naff". The signature is written in a cursive, flowing style.

Jeff Naff  
Vice President – Municipal Infrastructure

cc: Flatiron West, Inc.  
Via fax: 707-746-1603

## Bidder's Experience - Project Information Attachment

Project Name	Owner	Location	Contract Price	Construction Time	Date of Substantial Completion	Owner Representative Contact Information	Description of Project
<b>Leo J Vander Lans Water Treatment Facility Expansion project</b>	Water Replenishment District of Southern California	Long Beach, CA	\$32,748,000	550 Calendar Days	Nov-14	Paul Fu 4040 Paramount Blvd. Lakewood, CA 90712 Tel 562-275-4251	The Leo J. Vander Lans Advanced Water Treatment Facility in Long Beach, Calif., received the effluent from the Long Beach Water Reclamation Plant, after a first round of treatment. At this plant, water is further treated through advanced microfiltration and reverse osmosis, resulting in a near-distilled quality. The plant currently produces 3 million gallons of treated water per day. Flatiron expanded the facility, to 8 million gallons per day and reduced the area's dependence on imported water. Work included construction and installation of new water treatment systems, including microfiltration, reverse osmosis, ultraviolet disinfection with advance oxidation, dissolved air flotation, chemical systems, piping, pump stations, site work, structural, electrical, instrumentation and all associated work. The expansion improves the plant's efficiency and reduces operations and maintenance costs.
<b>Santaquin Water Reclamation Facility</b>	Santaquin Water Reclamation District	Santaquin, Utah	\$14,951,220	490 Calendar Days	Nov-13	Benjamin Reeves 275 West Main Street Santaquin, UT 84655 Tel 801-754-3211	The Santaquin Water Reclamation Facility in Santaquin, Utah, represents the culmination of over six years of community planning and public outreach. This revolutionary facility is the first of its kind in Utah that will store and reuse 100 percent of its treated water for a residential secondary irrigation system, with no discharge to nearby lakes. The use of reclaimed water for irrigation purposes allows the city to conserve higher quality groundwater for drinking, while establishing a model for sustainable water resource development in Utah and the Intermountain West. The facility is capable of processing over one million gallons of water per day. The process begins in the headworks building, where wastewater is screened to remove coarse materials like trash or large grit. Next, wastewater is distributed into biological basins, a process where specific bacteria is grown to degrade contaminants. Following biological treatment, the effluent is separated from this bacteria using membrane filtration. The filtered water then flows to the UV disinfection system for further treatment, where disinfection occurs through the inactivation of waterborne pathogens. The final stage is the reclaimed water pump station, where disinfected effluent is pumped to existing large storage reservoirs near the lagoon site. From here, the Type I reclaimed water is pumped into the City's pressure irrigation system. The headworks building is fully odor controlled, with contaminated air exhausted to an adjacent biofilter for treatment. The biological basins and membrane filtration capacities were constructed with special features to allow for easy expansion as the City grows, including a third treatment train temporarily used for sludge storage and empty tanks with room for added membrane filtration modules. In the unlikely event that the reclaimed water does not meet Type I water quality criteria, a valve located between the UV disinfection system and the reclaimed water pump station automatically closes and diverts flow to an on-site temporary storage pond. Flatiron also oversaw the construction of 7,200 feet of new trunk line, as well as numerous tie-ins.
<b>Southwest Groundwater Treatment Plant</b>	Jordan Valley Water Conservancy District	West Jordan, Utah	\$23,665,433	730 Calendar Days	Nov-11	David McLean 8215 South 1300 West West Jordan, UT 84088 Tel 801-565-4300	Flatiron constructed a new groundwater treatment plant in West Jordan, Utah, a suburb of Salt Lake City, next to the Jordan River. The state-of-the art water treatment facility will remove contamination from a local aquifer and produce 8,235 acre-feet per year of treated water using reverse osmosis, a thorough method of water purification that reduces the levels of total dissolved solids and chemical impurities by using pressure to force water through a semi-permeable membrane. The municipal plant will consist of a 38,000 square-foot process building, three reverse osmosis trains and one bypass train utilizing ultraviolet light disinfection technology. The construction of separate treatment trains is necessary to incorporate deep and shallow groundwater wells, supply wells, pipelines, a byproduct disposal system and associated facilities. Flatiron is also installing a new 1,400-foot-long pipe system to bring contaminated water to the plant and return purified water back to the local clean water system. The plant's by-product, a heavy-brine waste stream, will be piped to a 22-mile line to the Great Salt Lake. When the reverse osmosis treatment plant is complete, the Jordan Valley Water Conservancy District anticipates future expansion to increase the plant's capabilities from 7 million gallons per day to 14 million gallons per day.

## Bidder's Experience - Project Information Attachment

Project Name	Owner	Location	Contract Price	Construction Time	Date of Substantial Completion	Owner Representative Contact Information	Description of Project
<b>Lenihan Dam Outlet Modifications</b>	Santa Clara Valley Water District	Los Gatos, CA	\$39,000,000	750 Calendar Days	Sep-09	Capital Program Unit Manager Beth Redmond 5750 Almaden Expressway San Jose, CA 95118 Tel 408-630-2682	At the foot of the Santa Cruz Mountains, Flatiron replaced the deteriorating outlet structure for the 50-year-old Lenihan Dam - a 1,000-foot-long earthen barrier holding water stored at the Lexington Reservoir in Los Gatos, Calif. The project was a seismic upgrade for the existing outfall pipe, a 50-inch steel pipe that was restricted to a maximum outlet of 70 percent capacity. Alternatively, the new 54-inch pipeline allows maximum outflow of the reservoir in the event the reservoir needs to be lowered to prevent the failure of the dam during an earthquake. Flatiron constructed a new 2,000-foot-long outlet structure that is approximately 14 feet wide by 13 feet tall through Saint Joseph Hill. The tunnel begins near the existing outfall pipe, terminates on the reservoir side of the dam and connects to a new 15-foot-diameter intake facility by way of a 35-foot vertical shaft. Originally, the shaft required excavation and grout around its base, which was very time consuming and costly. Flatiron proposed an innovative water-tight pile secant wall for the shaft excavation that allowed us to build quickly, reduce cost and decrease environmental disturbances by keeping grout from entering the reservoir. The value engineering solution additionally improved water-tightness around the shaft. The new outfall building has three sets of valves to control the discharges into Los Gatos Creek. The new intake structure consists of 450 feet of 54-inch welded steel pipe, with four 42-inch intake gates and a new building to house the hydraulic control unit and various monitoring equipment. A road header was used to bore through soft material and explosives were used to fracture the harder rock. After excavating the material, Flatiron utilized an arched traveling form to pour 60-foot-long sections of the tunnel. Ventilation and low-flow pipes were then hung from the tunnel ceiling and a 5-foot welded steel outtake pipe was installed, held in place by permanent cast-in-place supports. During construction, Flatiron created a detour for the highly used Los Gatos trail to ensure safe public recreation. The project was completed nine days ahead of schedule and \$1.4 million under budget.
<b>Rahway Valley Sewerage Authority: Contract 155 (Project # 2)</b>	Rahway Valley Sewerage Authority	Rahway, NJ	\$138,965,112	1450 Calendar Days	Feb-09	Robert V. Valent 1050 East Hazelwood Avenue Rahway, NJ 07065 - Tel 732-388-0868	E.E. Cruz (a Flatiron subsidiary) expanded Rahway Valley Sewerage Authority Wastewater Treatment Plant's sewage capacity from 63MGD to 105 MGD and upgraded and replaced the plant's outdated systems. The temporary SOE systems on the project included the installation of sheet piling and soldier piles, steel wales and struts, and tiebacks. The construction consisted of major upgrades to the primary, secondary, and tertiary treatment facilities. Upgrades to these facilities consisted of the construction of a new headworks facility, construction of a new primary settling tank, upgrades to the aeration system, construction of new final settling tanks, construction of a new effluent sand filter facility, construction of a new UV disinfection chamber, construction of a new effluent pump station, and the construction of a new cascade aeration station. In addition, E.E. Cruz was also responsible for constructing a new rotary drum building. Within the new facilities a significant amount of misc metals work of which included the installation of new hand rails. All work was performed while maintaining plant operations.
<b>Flushing Bay CSO: Contract 4-4G (Project # 3)</b>	New York City Department of Environmental Protection	Queens, NY	\$133,737,200	2450 Calendar Days	Nov-08	Mike Borskyowsky 59-17 Junction Blvd. Flushing, NY 11373 Tel 718-595-5921	E.E. Cruz (a Flatiron subsidiary) was responsible for the second phase of a two phase program to construct the Flushing Bay Combined Sewer Overflow Retention Facility. The project involved mass excavation of contaminated material, construction of a deep soil mix earth support system, dewatering, site utility work, pipe piles, and the installation of steel sheet piling, reinforced concrete, and structural steel. The project required extensive mechanical work which included the installation of nine tide gates, two belt conveyor systems, five three story mechanical bar screens, a storage cell flushing and cleaning system, chemical and air treatment systems, and interconnection piping. In addition, E.E. Cruz constructed a 40,000 square foot structural steel building with a brick façade, a 25,000 square foot recreational facility, and an 11,000 square foot maintenance facility for the NYC Department of Parks and Recreation.



March 15, 2017

SENT VIA EMAIL AND FEDEX DELIVERY

Steven A. Francis  
Flatiron West, Inc.  
2100 Goodyear Road  
Benicia, CA 94510

**Subject: Initial Determination of Non-responsiveness for  
Primary Treatment Facility Package 2 (#PW16-28)**

Dear Mr. Francis:

The City received your bid for the Primary Treatment Facility Package 2 on Wednesday, March 1, 2017. The City has spent considerable time reviewing the bids in detail and we have initially determined that your bid is non-responsive on the following grounds:

1. INVITATION FOR BIDS ("IFB") #PW16-28, Section 00460, page 00460-2

In order to be considered responsive, the bidder "must have completed at least \$250 million in construction volume over the past 5 years...and must list at least \$250 million in construction volume on no more than five (5) and not less than three (3) projects completed within the last five (5) years" of the following types:

1. Water/Wastewater Treatment Plant Facility where the electrical, mechanical and instrumentation systems were part of the Contractor's contract.

Additionally, Addendum #2 issued on January 25, 2017, clarified that:

"The City prefers Contractors and Electrical Subcontractors whose experience meets the requirements as established in the bid specifications. However, the City will consider deviations from the number of projects and/or construction volume requirements, provided that the Bidder's qualifications *substantially meet the experience requirements as indicated in Specification Sections 00460 and 00461*. With regard to the number of projects completed within the stated timeframe of five (5) years, the City will consider dates of 'substantial' and/or 'final' completion."

ADDRESS ALL MAIL TO: P.O. BOX 3707 SUNNYVALE, CALIFORNIA 94088-3707  
TDD (408) 730-7501

### City Conclusion

On its face, the submitted bid does not present the experience requirements as outlined in the bid documents and as clarified in Addendum #2. Specifically, Flatiron West Inc. presented three projects that were completed or substantially completed within the last five years, with a total construction volume of \$71,364,653. While these projects meet the threshold for the minimum number of three, they fall well below the construction volume requirement of \$250 million.

The additional projects that Flatiron presented for the experience requirement were completed or substantially completed more than 7 years ago and cannot be considered by the City as part of the experience requirement since that falls outside the spectrum of what the City would consider "substantial compliance" with the requisite 5-year experience period.

As a secondary factor, for Projects 5 and 6 (which were completed 8 and 8-1/2 years ago respectively) you have listed work performed by E.E. Cruz, which is referred to as a subsidiary. However, it is unclear whether the relationship between Flatiron and E.E. Cruz existed at the time the referenced projects were completed in 2008 and 2009. Nonetheless, since those projects were too far in the past the City cannot consider them as part of the experience requirement.

We have not made our initial decision lightly. However, we feel that it is in the City's best interests to adhere to the bid requirements as written in order to be fair and equitable to all the potential bidders.

If you have any additional information pertaining to the issue of non-responsiveness, please submit the information either electronically or via overnight mail to my office by 5:00 p.m. Wednesday, March 22, 2016.

If you have any questions please do not hesitate to contact me at (408) 730-7418.

Best regards,



Pete Gonda  
Purchasing Officer  
City Hall Annex  
650 West Olive Avenue  
Sunnyvale, CA 94086

cc: Kent Steffens, Assistant City Manager  
Manuel Pineda, Director of Public Works  
Office of the City Attorney  
C. Overaa & Company

March 22, 2017

*VIA ELECTRONIC MAIL  
AND OVERNIGHT DELIVERY*

Mr. Pete Gonda, MPA, CPPO  
Purchasing Officer  
City Hall Annex  
City of Sunnyvale  
650 West Olive Avenue  
Sunnyvale, California 94086  
pgonda@sunnyvale.ca.gov

Re: Responsive Bid Proposal Of Flatiron West, Inc.  
Project: Primary Treatment Facility Package 2 (#PW16-28)  
Bid Date: March 1, 2017

Dear Mr. Gonda:

1. Introduction

We represent Flatiron West, Inc., and this responds to your letter dated March 15, 2017, requesting the response of Flatiron by March 22, 2017. Flatiron submitted the lowest responsive bid for the above-referenced project. Further: (1) Flatiron is fully capable and qualified to perform the project; and (2) the projects listed by Flatiron in its bid show it is fully qualified and was responsive to the call for bids. For these reasons, Flatiron requests the City confirm Flatiron submitted the lowest responsive bid and award it a contract for the project.

2. The Bidding Documents And Bids Received

The City published its invitation for bids, which included Section 00460 Certification of Bidder's Experience and Qualifications. (Copy at Tab 1.) The first two paragraphs of Section 00460 included representations by each bidder that they were licensed and skilled to perform the type of work comprising the project.

In Section 00460-2, the City restrictively required each bidder to certify not only that it had completed at least \$250 million in construction volume over the last five years but also list "at least \$250 million in construction volume on no more than five (5) and not less than three (3) projects completed within the last five (5) years of the following types of projects: 1. Water/ Wastewater Treatment Plant Facility where the electrical, mechanical and instrumentation systems were part of the Contractor's contract." (Tab 1, page 00460-2 and 3, item 8/4(b).) Likely in recognition that this requirement would

restrict competition for the project, the City also included: “the Owner reserves the right to accept a Bidder’s qualifications that substantially meet the experience requirements listed above.” (Tab 1, page 00460-3, last paragraph above the 1 in the middle of the page.)

In response to questions from prospective bidders, the City issued Addendum 2 on January 25, 2017, further relaxing the above requirements and giving the City broad discretion to evaluate bidder experience and qualification to perform the project. In Addendum 2, the City stated: “[t]he City will consider deviations from the number of projects and/ or construction volume requirements, provided that the Bidder’s qualifications substantially meet the experience requirements as indicated in Specification Sections 00460 and 00461.” (Copy at Tab 2.) As detailed below, this amendment was consistent with California law regarding bidding experience/responsibility.

On March 1, 2017, the City received three bids as follows:

<b>Bid Rank</b>	<b>Contractor</b>	<b>Bid Amount</b>	<b>% Low Bidder</b>
<b>1</b>	<b>Flatiron West, Inc.</b>	<b>\$99,056,900</b>	
2	C. Overaa & Co.	\$99,438,000	0.38%
3	Kiewit Construction Co.	\$104,493,000	5.49%

Notably, the City’s Engineer’s estimate for construction cost was \$93 million, with the project being completed in 1,152 calendar days, or approximately 3.15 years at \$29 million per year. (See Addendum 4, Section 00800, 1.1, Time Allowed for Completion, and the City’s Project Estimated Budget, copies of which are at Tabs 3 and 4, respectively.) This volume of work is substantially less than the City’s request for contract history for \$250 million in work completed in the past five years, i.e., \$50 million per year, evidencing that the qualification standard used by the City is not rationally related to the project size and scope and further explaining why the City relaxed the history requirement in Addendum 2.

### 3. Flatiron Is Qualified

Flatiron is a wholly owned subsidiary of HOCHTIEF Construction AG, operating throughout North America under regional sister companies including Flatiron West, Inc., E.E. Cruz & Company and others. (A copy of Flatiron’s organization chart is enclosed at Tab 5.) E.E. Cruz was purchased by Flatiron in 2010 and Flatiron retained its key employees including those who constructed the listed projects. Flatiron continues to operate E.E. Cruz as its east coast contractor for water projects because of the name recognition, but it reports back to Flatiron, who provides the corporate resources to operate both it and Flatiron. Flatiron has successfully completed billions of dollars of public work in the United States, including California, and has many completed and ongoing water projects. (See list of completed projects and list of ongoing projects which were submitted with Flatirons’ bid for the City’s project, enclosed at Tabs 6 and 7, respectively.) These projects have included many fresh, salt and wastewater projects, and projects similar to the City’s project. A more detailed description of the water projects is enclosed at Tab 8.

Flatiron has been consistently found qualified to bid on very large water projects (projects much larger by dollar volume and complexity than this project) including the recent Sacramento Regional County Sanitation District EchoWater Project which had a contract price over \$400 million. (Flatiron's qualifications for that project are enclosed at Tab 9.) Flatiron is currently constructing the Calaveras Dam project, located in Sunol, California, with a contract value of \$552 million, with work complete as of November 30, 2016, of \$425 million. Similarly, Flatiron is pre-qualified by the San Francisco Public Utility Commission to bid on and perform local water reservoir, pump station/ tank, wastewater treatment facilities and pump stations, large diameter pressure pipelines, and regional structure retrofit projects. (See qualification approval at Tab 10.) Flatiron was also found qualified to construct the Rinconada Water Treatment Plant Reliability Improvement Project for the Santa Clara Valley Water District valued at \$180 million. (See Qualification letter and Notice of Request for Prequalification that indicates the approximate project value is \$180 million to \$200 million, enclosed at Tab 11.) Similarly, Flatiron's Project Manager for the City's project, Jason Burden, is himself perfectly suited and qualified for the project. (A copy of Mr. Burden's resume is enclosed at Tab 12.) There should be no question Flatiron is qualified to construct the City's \$99 million project.

4. Flatiron Submitted A Responsive Bid

A copy of the relevant sections of Flatiron's bid for the project are enclosed at Tab 13 (inclusive of the lists enclosed at Tabs 6 and 7). As set forth there, Flatiron listed six of the most relevant projects, as well as many other completed projects. An updated version of that list, with an added column for the actual contract acceptance date as opposed to just the substantial completion date, is enclosed at Tab 14. As shown, three of these projects were completed in the last 5 years and three others were completed in the last 7-9 years. Flatiron also listed in its bid billions of dollars of completed work, including many projects of the size and complexity of the City's project. (See Flatiron's bid-included 10-page list of projects completed in the last 10 years, a copy of which is enclosed at Tab 6; Flatiron's bid-included list of projects ongoing enclosed at Tab 7; and Flatiron's list of water specific projects both completed and ongoing enclosed at Tab 8.)

Flatiron's bid clearly states that Flatiron has completed over \$5 billion of work over the last five years. This is vastly greater than the City's requirement of over \$250 million in construction volume completed over the last five years. Further, Flatiron's listed "qualifications [] substantially meet the experience requirements" of "at least \$250 million in construction volume on more than five (5) and not less than three (3) projects completed within the last five (5) years of the following types of projects: 1. Water/Wastewater Treatment Plant Facility where the electrical, mechanical and instrumentation systems were part of the Contractor's contract" as required by City Section 00460, and as modified by Addendum 2.

Based on Flatiron's submitted bid, the only reasonable conclusion is Flatiron "substantially meet[s] the experience requirements as indicated in Specification Sections 00460 and 00461." (See Tabs 2 and 8.) As such, Flatiron's bid is responsive and the City should reach this same conclusion.



5. A Finding That Flatiron's Bid Was Non-Responsive  
Would Violate The Spirit Of Public Contract Code Section 3400

Public Contract Code section 3400, in pertinent part, states:

(b) No agency of the state, nor any political subdivision, municipal corporation, or district, nor any public officer or person charged with the letting of contracts for the construction, alteration, or repair of public works, shall draft or cause to be drafted specifications for bids, in connection with the construction, alteration, or repair of public works, (1) in a manner that limits the bidding, directly or indirectly, to any one specific concern ....

The purpose of this statute is to allow public agencies like the City to receive competitive prices for its projects.

Here, there were only three bidders, with Flatiron being the lowest. The City requested experience much greater than necessary for the project. As set forth above, the City's project is less than \$100 million with less than \$30 million being completed each year. (See Tabs 3 and 4.) This is much smaller than the request for experience for completion of \$250 million of work in the last five years and bears no rational relationship to the requirements for the City's project. If the City found Flatiron not qualified, i.e. by finding it non-responsive, then the City's bid documents would unnecessarily, and without a rational basis, have limited competition in violation of the spirit of Section 3400. For this additional reason, the City should find Flatiron's bid responsive.

6. Responsibility Determination: Due Process Hearing Requirement

Flatiron is entitled to a full due process hearing if the City does not award to Flatiron. The City-contemplated basis for rejecting Flatiron's bid is experience. By statute, the experience inquiry falls under California's definition of contractor responsibility, not bid responsiveness. Public Contract Code section 1103 defines responsibility to include experience, stating, "Responsible bidder, as used in this part, means a bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the public works contract." (Emphasis added.) The experience/responsibility determination "is a complex matter dependent, often, on information received outside of the bidding process and requiring, in many cases, the application of subtle judgment." (*D.H. Williams Const., Inc. v. Clovis Unified School Dist.* (2007) 146 Cal.App.4th 757, 764.) The experience provisions in the bid documents were consistent with the above law, to the extent that they called for the City to investigate, evaluate and exercise individualized judgment about a bidder's experience. When a bidder's experience is under question, California law affords the bidder an in-person due process hearing prior to any rejection of the bid. (*Id.* at p. 764 [bid rejection based on issues under the "responsibility" definition must be preceded by a due process hearing].) Accordingly, should the City not find Flatiron's bid responsive, the next step is to hold a hearing at which Flatiron may present evidence of its qualifications and respond to any challenges of its ability to successfully construct the project.

7. Conclusion

Flatiron is unequivocally qualified to construct the project. Flatiron substantially complied with the City's qualification specification. The City should find Flatiron's bid responsive and award it a contract for the project.

If the City does not find Flatiron's bid responsive, it would essentially be finding Flatiron not qualified to construct the project. Such a finding will trigger Flatiron's right to a due process hearing, which is requested if the City finds Flatiron non-responsive based on its qualifications to construct the project. We request notice of any hearing to consider award of the Project. Thank you for your consideration and please contact us with any questions.

Very truly yours,

A handwritten signature in blue ink, appearing to read "P. Randolph Finch Jr.", with a stylized, looping flourish extending to the right.

P. Randolph Finch Jr.,  
Partner

Enclosures

PRF:nlh/3B17085

cc: Flatiron West, Inc. – Benicia (via email only)  
Attn: Mr. Richard Grabinski, Senior Vice President – Western Region  
Mr. Jason Burden, Area Manager – Western Region  
Flatiron West, Inc. - San Marcos  
Attn: Ms. Jannette Carter, Estimating Administrator (via email only)

Tab 1

**SECTION 00460**

**CERTIFICATION OF BIDDER'S  
EXPERIENCE AND QUALIFICATIONS**

(To Accompany Bid)

**BIDDER'S INFORMATION**

The undersigned Bidder certifies that it is, at the time of bidding, and shall be, throughout the period of the Contract, licensed under the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California, to do the type of work contemplated in the Contract Documents. Bidder further certifies that it is skilled and regularly engaged in the general class and type of work called for in the Contract Documents.

The Bidder represents that it is competent, knowledgeable, and has special skills concerning the nature, extent, and inherent conditions concerning the work to be performed. Bidder further acknowledges that there are certain inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that it is aware of such risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

If the Bidder is a Joint Venture of two or more companies, each Principal in the Joint Venture shall meet the experience, qualification, and safety requirements, and complete the required forms, included herein as part of the bid.

The Bidder shall furnish the following information. Additional sheets shall be attached as required.

1. BIDDER'S name and street address:

Name:

Address:

2. BIDDER'S telephone No.: ( ) \_\_\_\_\_ Fax No.: ( ) \_\_\_\_\_

3. BIDDER'S Sunnyvale Business License No.: \_\_\_\_\_ BIDDER'S Tax ID No.: \_\_\_\_\_

4. TYPE OF BUSINESS

If you are an individual or partnership, so state. If you are a partnership, list the names of all general partners composing the partnership. If a corporation, list the names of president, secretary, treasurer, and manager.

Individual \_\_\_\_\_ Name(s): \_\_\_\_\_

Partnership \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Corporation _____	Names of Corporate Officers
State of Incorporation _____	President _____
	Secretary _____
	Treasurer _____
	Manager _____
Joint Venture _____	
Other _____	
(Describe)	

5. CONTRACTOR'S license: Primary Classification \_\_\_\_\_  
State License No.: \_\_\_\_\_ Expiration Date: / \_\_\_\_ / \_\_\_\_  
Supplemental license classifications: \_\_\_\_\_

6. NAME of person who inspected the site of the proposed Work for the Bidder:  
Name: \_\_\_\_\_ Date of inspection: \_\_\_\_\_

7. CONTRACTOR'S Department of Industrial Relations (DIR) Registration No. \_\_\_\_\_  
and email address \_\_\_\_\_

8. BIDDER'S EXPERIENCE

1. Bidder has been doing business under its present name for years.
2. Bidder has experience in work comparable in type and complexity with that required under the proposed contract which extends over a period of years as a General Contractor (Bidder must show at least five (5) years of related experience).
3. The Bidder, as a Contractor, has never failed to satisfactorily complete a contract awarded to it, except as follows:  
\_\_\_\_\_  
\_\_\_\_\_
4. Bidder must meet both criteria "a" and "b" below.
  - a. For the Owner to consider the Bidder to possess the proper capacity to perform work of similar nature to this project, the bidder must have completed at least \$250 million in construction volume over the past 5 years. Does the bidder meet this criteria: \_\_\_\_ yes; \_\_\_\_ no?
  - b. For the Owner to consider the Bidder properly experienced in work of similar nature to this project, the Bidder must list at least \$250 million in construction volume on no more than five (5) and not less than three (3) projects completed within the last five (5) years of the following types of projects:

CERTIFICATION OF BIDDER'S  
EXPERIENCE AND QUALIFICATIONS

00460-2

1. Water / Wastewater Treatment Plant Facility where the electrical, mechanical and instrumentation systems were part of the Contractor's contract.

The Bidder can include project(s) currently under construction, but only the total amount paid by the Owner(s) as of three (3) months prior to the bid date on uncompleted project(s) can be included in the construction volume for purposes of this certification.

Bidder also certifies that Bidder self-performed at least fifty percent (50%) of the Work on each of the projects listed below.

If the Bidder is a Joint Venture of two or more companies, each Principal in the Joint Venture must list the experience and qualification requirements, and complete the required forms, included herein as part of the bid.

However, the Owner reserves the right to exclude any projects listed below that do not demonstrate the Contractor's ability to perform the work associated with this Project. Further, the Owner reserves the right to accept a Bidder's qualifications that substantially meet the experience requirements listed above.

1. Project Name: \_\_\_\_\_

Owner: \_\_\_\_\_

Contract Price: \_\_\_\_\_

Construction Time: \_\_\_\_\_ Calendar Days

Date of Substantial Completion: \_\_\_\_\_

Name, Address, and Telephone Number of Owner's Representative:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Description of Project:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Project Name: \_\_\_\_\_

Owner: \_\_\_\_\_

Contract Price: \_\_\_\_\_

Construction Time: \_\_\_\_\_ Calendar Days

Date of Substantial Completion: \_\_\_\_\_

Name, Address, and Telephone Number of Owner's Representative:

---

---

---

Description of Project:

---

---

---

3. Project Name: \_\_\_\_\_

Owner: \_\_\_\_\_

Contract Price: \_\_\_\_\_

Construction Time: \_\_\_\_\_ Calendar Days

Date of Substantial Completion: \_\_\_\_\_

Name, Address, and Telephone Number of Owner's Representative:

---

---

---

Description of Project:

---

---

---

4. Project Name: \_\_\_\_\_

Owner: \_\_\_\_\_

Contract Price: \_\_\_\_\_

Construction Time: \_\_\_\_\_ Calendar Days

Date of Substantial Completion: \_\_\_\_\_

Name, Address, and Telephone Number of Owner's Representative:

---

---

---

Description of Project:

---

---

---

---

5. Project Name: \_\_\_\_\_

Owner: \_\_\_\_\_

Contract Price: \_\_\_\_\_

Construction Time: \_\_\_\_\_ Calendar Days

Date of Substantial Completion: \_\_\_\_\_

Name, Address, and Telephone Number of Owner's Representative:

---

---

---

Description of Project:

---

---

---

---

**Bidder shall sign under penalty of perjury that all the information  
provided in this information sheet is true and correct.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title



## STATEMENT OF QUALIFICATIONS

Bidder shall complete this entire Statement of Qualifications questionnaire and submit it to City at the time of bid, in accordance with Section 00100, **INSTRUCTION TO BIDDERS**. Failure to complete the questionnaire or inclusion of any false statement is grounds for immediate disqualification. The City reserves the right to waive minor irregularities, inconsequential deviations and to make all final determinations. The City will evaluate the information contained in each applicant's questionnaire and responses received in reference checks. The sole and discretionary judgment of the City will determine if the Contractor is deemed qualified.

### 1. CONTACT INFORMATION

Company Name: \_\_\_\_\_

Form of Company:    ☐ Sole Proprietor    ☐ Partnership    ☐ Non-Profit 501 C3  
                                 ☐ Corporation    ☐ other (please attach explanation)

Owner of Company: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Street Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Federal Tax I.D. No. \_\_\_\_\_

### PART A: GENERAL INFORMATION

Complete Part A before proceeding to Part B.

1. Contractor possesses a valid and current California Contractor's "A" license for the work proposed.    Yes No ☐
2. Contractor will comply with and provide all insurance as defined in Section 00800-2.0, Liability and Insurance.    Yes No ☐
3. Contractor's license has been revoked at any time in the last five (5) years.    Yes No ☐
4. Contractor has been "default terminated" by an owner (not for convenience), or a Surety has completed a contract for Contractor within the last five (5) years.    Yes No ☐

CERTIFICATION OF BIDDER'S  
EXPERIENCE AND QUALIFICATIONS

00460-6

5. Contractor has been cited more than twice for failure to pay prevailing wages in the last five (5) years. Yes No \_
6. Contractor has current Workers' Compensation insurance coverage as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 et. seq. Yes No \_
7. At the time of submitting this qualification form, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7? Yes No \_
8. At any time during the last five (5) years, has your firm, or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract? Yes No \_

**Contractor will be immediately disqualified if any answer to questions 1, 2, or 6 is No. Contractor will be immediately disqualified if any answer to question 3, 7, or 8 is Yes. Contractor may be immediately disqualified if the answer to questions 4 or 5 is Yes. At a minimum to avoid such disqualification, Contractor must include with this Questionnaire a full description of the applicable circumstance and sufficient information to permit City to evaluate Contractor's overall qualifications to perform the work. City retains sole discretion to disqualify any Contractor who answers yes to either question 4 or 5.**

## **PART B: SAFETY, PREVAILING WAGE, DISPUTES AND BONDS**

### **(Safety)**

1. Has CAL OSHA, Federal OSHA, the EPA or any Air Quality Management District cited your firm in the past five (5) years? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, attach description of each citation.

### **(Prevailing Wage Provisions)**

2. Has your firm been fined, penalized or otherwise found to have violated any prevailing wage or \_\_\_\_\_ labor code provision? If yes, attach description of each fine/penalty. Yes \_\_\_\_\_ No \_\_\_\_\_

### **(License Provisions)**

3. Has your company changed names or license numbers in the past 10 years? If so, please state reason for change. Yes \_\_\_\_\_ No \_\_\_\_\_  
Reason \_\_\_\_\_

**(Disputes)**

4. Has your firm had any claims, litigation, or disputes ending in mediation or arbitration, or termination for cause associated with any project in the past five (5) years? If yes, attach description of each such instance including details of total claim amount, settlement amount, and owner's name and phone number.

Yes \_\_\_\_\_ No \_\_\_\_\_

**PART C: FINANCIAL AND OTHER INFORMATION**

**To be submitted by the low bidder within five (5) working days following the bid opening date.**

1. Has your firm ever reorganized under the protection of the bankruptcy laws?  
Yes \_\_\_\_\_ No \_\_\_\_\_
2. Have you ever had insurance terminated by a carrier? Yes \_\_\_\_\_ No \_\_\_\_\_  
If yes, explain on separate signed sheet.

Contractor shall sign under penalty of perjury that all the information provided in this questionnaire is true and correct. Contractor's signature authorizes the City and its agents and representatives, to obtain a credit report and/or verify any of the above information

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Provide evidence that the Bidder has sufficient financial resources to provide all work necessary to complete the project including construction, start-up, and warranty services.

A. Bidder must provide one or more of the following to assist the Owner in determining the Bidder's financial condition:

1. Copy of a reviewed or audited financial statement with accompanying notes and supplemental information. A financial statement that is not either reviewed or audited is not acceptable.
2. A certified Credit Report, current within 30 days of the date proposals are due. This credit report shall show a Dun & Bradstreet, or equal, credit risk category rating.
3. A letter from the Bidder's bank certifying their opinion of the Bidder's credit risk category rating and Bidder's current available line of credit.

B. Bidder must provide a letter from its Surety or Surety Broker which certifies that Bidder's current bonding capacity is sufficient for the bonding requirements for this Project.

**CERTIFICATION OF BIDDER'S  
EXPERIENCE AND QUALIFICATIONS**

00460-8

C. Bidder shall identify any claims filed in court or arbitration against Bidder in the past five years which concerned Bidder's work on a construction project. For each claim, if any, the Bidder shall provide the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution). Are there any pending claims against your company that should you lose the claim(s), would adversely affect your financial position or your ability to meet your obligations if awarded the contract for this project? If so, please explain.

**Claims Filed Against Bidder**

Project Name: \_\_\_\_\_

Date of Claim: \_\_\_\_\_

Claimant Name: \_\_\_\_\_

Court: \_\_\_\_\_

Status of Claim: \_\_\_\_\_

Explanation: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Bidder shall also identify any claims filed in court or arbitration by Bidder against a project owner in the past five years concerning work on a project or payment for a contract. For each claim, if any, the Bidder shall provide the project name, date of the claim, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution). Are there any pending claims filed by your company against a project owner that should you lose the claim(s), would adversely affect your financial position or your ability to meet your obligations if awarded the contract for this project? If so, please explain.

**Claims Filed By Bidder**

Project Name: \_\_\_\_\_

Date of Claim: \_\_\_\_\_

Claimant Name: \_\_\_\_\_

Court: \_\_\_\_\_

Status of Claim: \_\_\_\_\_

Explanation: \_\_\_\_\_

**CERTIFICATION OF BIDDER'S  
EXPERIENCE AND QUALIFICATIONS**

00460-9

---

---

All financial information provided by Bidder that is marked "Confidential" or "Proprietary" shall be handled by the Owner in accordance with Section 00700- 4.5.10, Public Records Act.

**The undersigned hereby states under penalty of perjury that all representations regarding the Bidder's Company Experience, and Safety Qualification Information are correct and true.**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Bidder's Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Signatory

#### **PART D: CONTRACTOR SAFETY RECORD**

The City of Sunnyvale (Owner) Water Pollution Control Plant (WPCP) has a gas chlorine disinfection process, which is classified as a covered process regulated by CCR Title 19 Section 2745.1, "California Accidental Release Prevention (CalARP) Program and 40 CFR Part 68.150 "Risk Management Programs for Chemical Accidental Release Prevention". As such, part of the determination of bidder's responsiveness will be based on its safety record, using three methods. For the Bidder's bid to be considered, the Bidder shall meet at least two of the three minimum safety standards as specified herein. If the Bidder is a Joint Venture of two or more companies, each Principal in the Joint Venture shall meet the safety requirements, and complete the required forms, included herein as part of the bid.

**1. Experience Modification (EMR)**

- a. Experience modification rates are calculated by the insurance industry as a way to determine equitable workers' compensation insurance premiums. It is calculated as a three-year moving average.
- b. Due to the particular safety hazards inherent in working in a wastewater collection, handling, treatment and/or disposal environment, the Owner has deemed it necessary that a Bidder shall have a current three-year average EMR of 1 or lower to be considered a responsive Bidder.

2. Recordable Incident Rate (RIR)

- a. The RIR is a measure of the frequency of injuries and is a measure of all occupational injuries and illnesses that occur within an organization. It is calculated from the OSHA Log 300 form.
- b. Due to the particular safety hazards inherent in working in a wastewater collection, handling, treatment and/or disposal environment, the Owner has deemed it necessary that a Bidder shall have a current three-year average RIR of 3.4 or lower to be considered a responsive Bidder. This value is based on the most recent State of California RIR value for Heavy and Civil Engineering Construction, Utility System Construction.

3. Lost Time Incident Rate (LTIR)

- a. The LTIR is an indicator of the severity of a company's occupational injuries.
- b. The LTIR deals only with incidents that result in lost work time. Like the RIR, the information needed to calculate the LTIR is derived from the OSHA Log 300 form.
- c. Due to the particular safety hazards inherent in working in a wastewater collection, handling, treatment and/or disposal environment, the Owner has deemed it necessary that a Bidder shall have a current three-year average LTIR of 0.9 or lower to be considered a responsive Bidder. This value is based on the most recent State of California LTIR value for Heavy and Civil Engineering Construction, Utility System Construction.

Bidder shall submit the appropriate EMR, RIR, and LTIR proposal forms included following this section as part of the bid to demonstrate the Bidder's safety qualifications.

**\*\*\*END OF SECTION\*\*\***

### Experience Modification Rate

The following information will be used to determine if you meet the minimum safety requirements for this project. To qualify, you must not have a three-year average Workers' Compensation Experience Modification Rate less than or equal to the value specified.

Enter your Experience Modification Rate for the last three complete years (available from your insurance carrier).

20 \_\_\_\_\_ EMR= \_\_\_\_\_

20 \_\_\_\_\_ EMR= \_\_\_\_\_

20 \_\_\_\_\_ EMR= \_\_\_\_\_

a) Three-Year Average = \_\_\_\_\_

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

To verify the above information, we will contact your workers' compensation insurance carrier. Please authorize your carrier to release this information. Failure to do so will result in automatic disqualification.

Workers' Compensation Insurance Company: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Do not write in this space

Qualified [ ]

Not Qualified [ ]

EMR Information Verified [ ]



### Recordable Incident Rate

The following information will be used to determine if you meet the minimum safety requirements for this project. To qualify, you must have a three-year average Recordable Incident Rate less than or equal to the value specified.

Please calculate the RIR for the last three complete years as follows. Incident rate information is on your Cal OSHA Log 300.

$$\frac{\text{Total number of recordable incidents} \times 200,000}{\text{Total employees hours worked}} = \text{RIR}$$

Recordable Incidents		
Year		Number
20	_____	_____
20	_____	_____
20	_____	_____

Total Employee Hours Worked		
Year		Hours
20	_____	_____
20	_____	_____
20	_____	_____

Enter your Total Recordable Incident Rate for each of the last three complete years.

20 \_\_\_\_\_ RIR= \_\_\_\_\_  
20 \_\_\_\_\_ RIR= \_\_\_\_\_  
20 \_\_\_\_\_ RIR= \_\_\_\_\_

Three-Year Average =

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Do not write in this space

Qualified [ ]

Not Qualified [ ]

RIR Information Verified [ ]



### Lost Time Incident Rate

The following information will be used to determine if you meet the minimum safety requirements for this project. To qualify, you must not have a three-year average Lost Time Incident Rate less than or equal to the value specified.

Incident rate information is on your OSHA Log 300. Please calculate the LTIR for the last three complete years as follows.

Total number of lost-time incidents X

Lost-time Incidents		
Year	Number	
201	_____	_____
201	_____	_____
201	_____	_____

Total Employee Hours Worked		
Year	Hours	
201	_____	_____
201	_____	_____
201	_____	_____

Enter your Lost Time Incident Rate for each of the last three complete years.

201 \_\_\_\_\_ LTIR=\_\_\_\_\_

201 \_\_\_\_\_ LTIR=\_\_\_\_\_

201 \_\_\_\_\_ LTIR=\_\_\_\_\_

Three-Year Average =

\_\_\_\_\_

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Do not write in this space

Qualified [ ]

Not Qualified [ ]

LTIR Information Verified [ ]

# Tab 2



## **CITY OF SUNNYVALE**

### **Addendum No. 2**

**DATE ISSUED ON January 25, 2017**

**Invitation for Bids No. PW 16-28**

**Project Name: Primary Treatment Facility Package 2**

**Public Works Project No. UY-16/01-20**

The above-referenced bid invitation is modified, as follows:

#### **1. Answers to Contractors Questions**

The City has received multiple requests to list additional manufacturers in the technical specifications. General contractors may propose alternate, "or-equal" manufacturers in accordance with Section 00450 **SCHEDULE OF MAJOR EQUIPMENT AND MATERIAL SUPPLIERS, PRODUCTS IDENTIFIED BY NAME AND SUBSTITUTION** and Section 01340 **SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES**. The technical specifications will not be altered to add additional manufacturers.

The City has received a number of requests to modify the experience requirements for the Contractor and Electrical Subcontractor contained in **Specification Section 00460, CERTIFICATION OF BIDDER'S EXPERIENCE AND QUALIFICATIONS**, and **Specification Section 00461, CERTIFICATION OF ELECTRICAL SUBCONTRACTOR'S EXPERIENCE AND QUALIFICATIONS**.

The City prefers Contractors and Electrical Subcontractors whose experience meets the requirements as established in the bid specifications. However, the City will consider deviations from the number of projects and/or construction volume requirements, provided that the Bidder's qualifications *substantially meet the experience requirements as indicated in Specification Sections 00460 and 00461*. With regard to the number of projects completed within the stated timeframe of five (5) years, the City will consider dates of "substantial" and/or "final" completion.

# Tab 3

## SECTION 00800

### SUPPLEMENTARY GENERAL CONDITIONS

#### 1.0 MODIFICATIONS TO THE GENERAL CONDITIONS

##### 1.1 Time Allowed for Completion

In accordance with the provisions of Section 00700-6.1~~2~~, Commencement of Work, Notice to Proceed for preliminary work will be issued. With the issuance of this Notice to Proceed, the Contractor shall commence with the administrative requirements of the Contract and may commence with the implementation of SWPPP measures specified in Section 01060-3.0, **STORM WATER CONTROLS**, the installation of temporary construction fencing, and the work detailed in Section 02910, **HABITAT MITIGATION SITE DESIGN, INSTALLATION AND MAINTENANCE**. No other construction work may commence until the Notice to Proceed with Construction and Mobilization detailed below is issued. The following milestone shall be substantially completed within the time period defined below. ~~Contract Time, Substantial Completion of this Project shall be completed within one thousand two hundred forty (1,240) consecutive calendar days from the date established in the Notice to Proceed for the commencement of Contract Time. In addition, the following milestones shall be substantially completed within the time period defined below. Early occupancy of these milestones shall be as provided in Section 01010-3.0, **EARLY OCCUPANCY OF PORTIONS OF WORK**.~~<sup>AD4</sup>

#### Substantial Completion

Milestone A: Habitat Mitigation

No later than December 31, 2017

~~Milestone B: Process Operational Testing~~ ~~1,045 Days~~<sup>AD4</sup>

The Construction Manager will issue a second Notice to Proceed titled a "Notice to Proceed with Construction and Mobilization" after the site preconsolidation has been achieved as detailed in Section 01010-2.4.1.4, Site Preconsolidation. The Contractor may then proceed to mobilize on-site and commence all other construction activities required by the Contract. ~~The only field construction work allowed to occur prior to the issuance of this Notice to Proceed is the implementation of SWPPP measures specified in Section 01060-3.0, **STORM WATER CONTROLS**, the installation of temporary construction fencing, and the work detailed in Section 02910, **HABITAT MITIGATION SITE DESIGN, INSTALLATION AND MAINTENANCE**.~~<sup>AD4</sup>

Substantial Completion of the Project shall be completed within one thousand one hundred and fifty-two (1,152) consecutive calendar days from the date established in the Notice to Proceed with Construction and Mobilization. The following milestone shall be substantially completed within the time period defined below from the Notice to Proceed with Construction and Mobilization.<sup>AD4</sup>

#### Substantial Completion

Milestone B: Process Operational Testing

958 Calendar Days<sup>AD4</sup>

The Contract requirements to achieve Substantial Completion for the Project Substantial Completion and the Milestones are defined in Section 00800-5.0, **SUBSTANTIAL**

# Tab 4



Home

My DemandStar

Buyers

**Suppliers**

Account Info

FAQs

## Bid Details

### Bid Information

<b>Agency</b>	City of Sunnyvale
<b>Bid Type</b>	Invitation for Bids
<b>Bid Number</b>	IFB-PW16-28-0-2017/PG
<b>Fiscal Year</b>	2017
<b>Bid Writer</b>	Peter Gonda, CPPO
<b>Bid Name</b>	PRIMARY TREATMENT FACILITY PACKAGE 2
<b>Bid Status</b>	Under Evaluation
<b>Bid Status Text</b>	None
<b>Award To</b>	
<b>Due Date/Time</b>	3/1/2017 3:00 PM Pacific
<b>Broadcast Date</b>	12/21/2016
<b>Bid Bond</b>	10% of the total bid dollar amount
<b>Project Estimated Budget</b>	\$83,868,000.00
<b>Plan (blueprint) Distribution Options</b>	Electronic plan documents
<b>Distribution Method</b>	Download and Mail
<b>Distributed By</b>	Onvia DemandStar
<b>Distribution Notes</b>	None
<b>Scope of Work</b>	<p>SEALED BIDS will be received by the City of Sunnyvale at the Purchasing Division, 850 West Olive Avenue, Sunnyvale, California 94086, until 3:00 p.m., Wednesday, February 8, 2017 at which time they will be publicly opened in the City Hall Annex, 850 West Olive Avenue, Sunnyvale, California, and read for performing work as follows:</p> <p>Furnishing all labor, materials, and equipment and performing all work necessary and incidental to the completion of the project known as "Primary Treatment Facility – Package 2, Project No. UY-16/01-20" consisting of site work, new building construction, existing facility modification/demolition, installation of major process equipment, electrical/instrumentation/ control system improvements, and related systems and facilities according to Plans and Specifications prepared by the City of Sunnyvale and according to the Contract Documents.</p> <p>Pursuant to the provisions of the California Labor Code Section 8707, if applicable to this job, each bid submitted in response to this Notice Inviting Bids shall contain, as a bid item, adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life and limb in trenches and open excavation, which shall conform to applicable safety orders.</p> <p>Pursuant to Public Contract Code Section 22300, for monies earned by the Contractor and withheld by the City of Sunnyvale to ensure the performance of the contract, the Contractor may, at his or her option, choose to substitute securities meeting the requirements of Section 22300.</p> <p>To be considered, bidders must meet the following requirements:</p> <ul style="list-style-type: none"> <li>• In accordance with the provisions of California Public Contract Code Section 3300, Contractor shall possess, as a minimum, a valid California Class "A" General Contractor license. In accordance with the provisions of California Business and Professions Code Section 7028.15, a bid submitted to the City by a Contractor who is not licensed in accordance with Chapter 9 of the California Business and Professions Code shall be considered non-responsive and shall be rejected by the City.</li> <li>• Perform with their own organizations work amounting to at least 50% of the contract price, except specialty items.</li> <li>• Have completed at least three (3) projects of similar type and complexity within the last five (5) years with at least \$250 million in construction volume.</li> <li>• Meet the experience requirements specified in Section 00480, CERTIFICATION OF BIDDER'S EXPERIENCE AND QUALIFICATIONS and Section 00481, CERTIFICATION OF ELECTRICAL SUBCONTRACTOR'S</li> </ul>

## EXPERIENCE AND QUALIFICATIONS.

- Other mandatory bid requirements set forth in the bid documents.

Bidders are hereby notified that if the project is financed by or with the assistance of agencies of the United States, the Contractor must comply with Federal prevailing wage requirements. A copy of the current prevailing rates under Federal law are included in Section 00900, STATE REVOLVING FUND PROGRAM SUPPLEMENTARY CONDITIONS, for this Project and are available on-line at [www.wdol.gov](http://www.wdol.gov).

E-Bidding No

## Legal Ad

[VIEW](#)

Please select either the View or Edit button to manage legal ad.

## Pre-Bid Conference

**MANDATORY PRE-BID CONFERENCE**

Thursday, January 19, 2017

10:00 AM

Water Pollution Control Plant Training Room

1444 Borregas Avenue, Sunnyvale, CA 94089

**OPTIONAL PRE-BID CONFERENCE**

Tuesday, January 24, 2017 at 10:00 AM and 11:00 AM

## Publications

The Sun 12/16/2016

## Documents

[VIEW](#)

**Bid Package** There are 40 Documents Associated with this Bid

**Award** Major Equipment Suppliers by Bidder (2 Pages, Complete)

## Commodity Codes

**022-909-26** - Building Construction, Agricultural

**022-909-30** - Building Construction, (Not Otherwise Classified)

**022-909-77** - Special Construction: Observatory, Security, Special Rooms, etc.

**022-913-16** - Construction, Communication Equipment, Including Antenna Towers

**022-913-59** - Construction and Upgrades, Wastewater Treatment Plant

**022-913-60** - Construction, Water System, Plants, Main and Service Line

[<< Return](#)

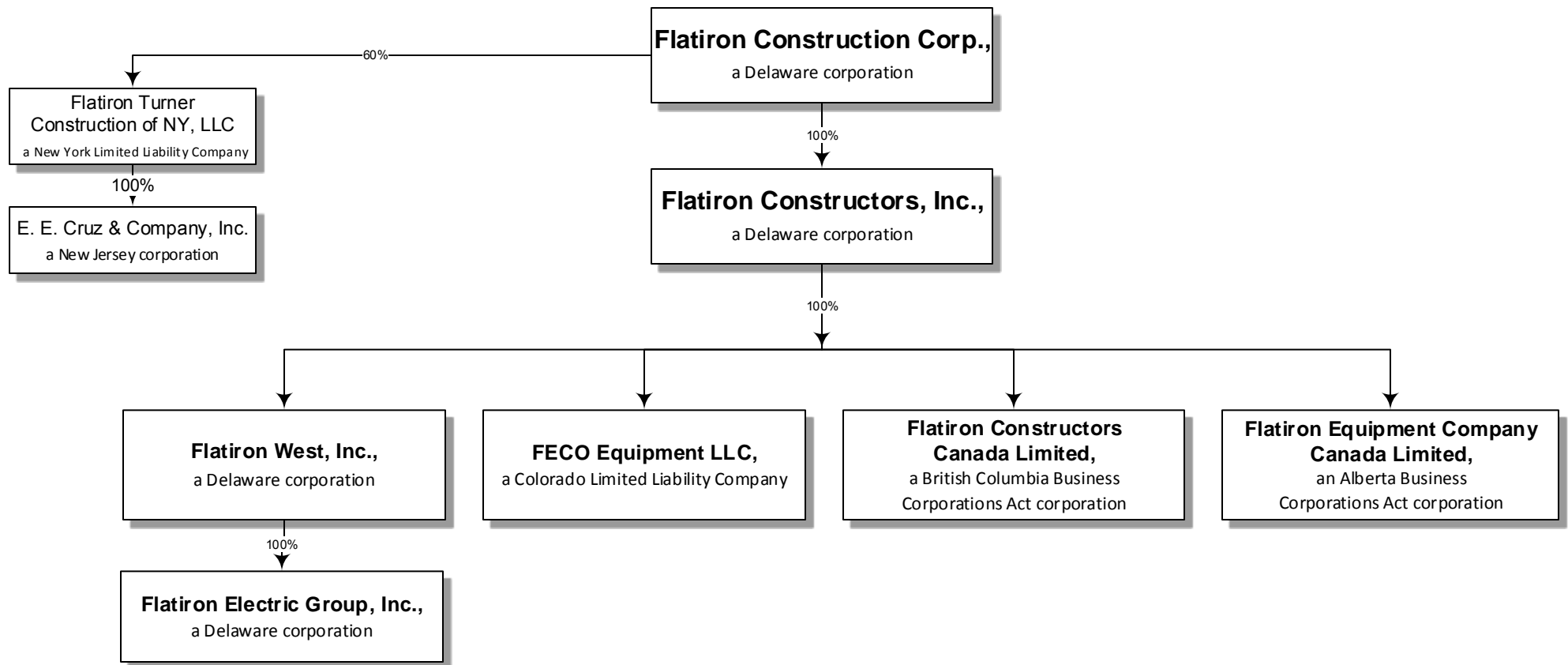
DemandStar is a product of **Onvia, Inc.** (c) 1997-2017. All rights reserved. | [Terms of Use](#) | [Privacy](#)



# Tab 5



## Legal Entity Structure January 1, 2016



# Tab 6

**Flatiron - Additional Completed Projects - Past 10 Years**

Flatiron Job #	Project Name	Contract #	Client	Reference	Description of Work	Start Date	Completion Date	Initial Contract Value	Final Contract Value	Prime/JV
2043	VTA Route 152 Phase B	C06003	Santa Clara Valley Transportation Authority 3331 North First Building B San Jose, CA 95134	Trace Bonney (408) 321-5640 trace.bonney@vta.org	Widen Route 152 and Existing Llagas Creek Bridge	Apr-06	Jan-07	\$1,783,735	\$1,837,865	Prime
3047	Resurface Runway 09-27	CIP 4024	San Diego County Regional Airport Authority 2320 Stillwater Road San Diego International Airport San Diego, CA 92138	Ellen Brundages (619) 400-2632 ebrundages@san.org	Resurface runway.	Jul-06	Jan-07	\$11,746,788	\$11,746,788	Prime
3021	Judicial Drive Undercrossing	N/A	Makallon La Jolla Properties, LLC 4100 MacArthur Blvd, Suite 200 Newport Beach, CA 92660	Jeff LaRosa (949) 255-1100	Construction of Judicial Drive Undercrossing and La Jolla Village Drive improvements.	Nov-04	Feb-07	\$6,672,005	\$6,882,851	Prime
3030	Emergency Job 11-SD-Route 8(PM) 15.3 - 16.5	Contract 11A1196	CALTRANS 1727 30th Street, 4th Fl, FM III, MS 67 Sacramento, CA 95816	Mendy Evans (916) 227-6000 mendy.evans@dot.ca.gov	Grind and pave A/C slab and replacement.	Jun-05	Feb-07	\$1,900,000	\$1,369,642	Prime
2031	Route 152 Widening	Contract No. 04069	Santa Clara Valley Transportation Authority 3331 North First Building B San Jose, CA 95134	Trace Bonney (408) 321-5640 trace.bonney@vta.org	Widen Rte-152 to 4-lanes, and widen Llagos Creek Bridge. Demo bridge, place CSS pile, build flat slab superstructure, complete Channel work, complete roadway tie in.	Mar-05	Mar-07	\$4,165,881	\$4,497,943	Prime
3008	Construction of La Jolla Cove Wall Replacement and Bluff Improvements	K04497	City of San Diego 1010 Second Avenue, Suite 1200 San Diego, CA 92101-4905	Brad Johnson (619) 533-3770 Bjohnson@sandiego.gov	Replace existing tieback wall, stabilize slope, new sidewalk and storm drain.	Feb-04	Apr-07	\$849,108	\$902,184	Prime
2048	MacArthur Maze Emergency Repair	N/A	American Civil Constructors	Kimberly Wise (707) 746-8028	Emergency Falsework and Bridge Jacking	Jun-07	Jun-07	Extra Work Force Account	\$412,309	Subcontract
3028	Route 15 at 56/15 Separation	11-080934	CALTRANS 2829 Juan Street San Diego, CA 92186-5406	Victor Cardenas (619) 688-3640 victor.cardenas@dot.ca.go	Construct managed lanes.	May-05	Aug-07	\$32,221,554	\$37,509,267	Prime
3032	Newport Ave Extension / SR-55 Ramp Configuration and Edinger Ramp Widening	CIP No's 7130, 7147, 2585	City of Tustin 300 Centennial Way Tustin, CA 92780	Gary Tomasetti (714) 412-2262 gary.tomasetti@jacobs.com	Modify freeway on-ramps and off-ramps; realign Newport Avenue.	Aug-05	Aug-07	\$22,108,000	\$33,515,339	Prime
3024	Cal State Sprinter San Marcos Loop	IFB No.04046	NCTD 810 Mission Avenue Oceanside, CA 92054	Steve Hoyle (760) 518-8715 SHO@sandag.org	Construction of new railroad alignment, retaining walls and 5 CIP concrete bridges.	Feb-05	Sep-07	\$24,359,013	\$26,034,719	JV w/Fluor Enterprises
3059	RSC at I-5/I-805/State Route 56	11-0301U4	Skanska USA Civil West California District Inc. 1995 Agua Mansa Road Riverside, CA 92509-2405	Irene Rumbaugh (951) 684-5360 irene.rumbaugh@skanska.com	Rapid set concrete.	Aug-07	Sep-07	\$1,640,000	\$1,640,000	Sub
3033	UCSD Test Abutment	10250440	University of California, San Diego 9500 Gilman Avenue La Jolla, CA 92093	James Batti (858) 864-8928	Test abutment	Jun-05	Sep-07	\$54,000	\$361,332	Prime
3055	Via de la Valle Ramp	LB0701-05	LB Civil Construction, Inc. 10650 Treena Street, Suite 212 San Diego, CA 92131	James Lumm (858) 578-5222 jlumm@lbcivil.com	Concrete paving and associated joint seals.	Jun-07	Sep-07	\$474,463	\$474,463	Sub
2041	Route 99 Improvements near Tulare	06-490204	CALTRANS 505 N. St. Fresno, CA 93721	Shelly Maggard (559) 651-8319 shelly.maggard@dot.ca.gov	Remove existing bridge and off-ramp	Apr-06	Oct-07	\$2,722,531	\$3,065,626	Prime
3053	Lake Hodges Bicycle / Pedestrian Bridge - Phase I (South Abutment Only)	N/A	San Dieguito River Park Authority 18372 Sycamore Creek Rd. Escondido, CA 92025	Susan Carter (858) 674-2270 susan@sdrp.org	Construct south shore abutment for Lake Hodges Pedestrian Bridge.	Feb-07	Oct-07	\$2,071,523	\$2,071,523	Prime
3057	Coyote Wash Bridge Repairs (Emergency Contract)	11A1506	CALTRANS Division of Procurement & Contracts 4050 Taylor Street, MS-221 San Diego, CA 92110	Dave Pound (858) 829-5035 dave.pound@dot.ca.gov	Rebuild bridge bent at the South Fork Coyote Wash Bridge.	Jun-07	Oct-07	\$372,000	\$372,000	Prime
2037	Terminal Upper Level Viaduct Improvement	No. 3560A	City and County of San Francisco, acting by and through it's Airport Commission	Hassan Nowroozi (650) 821-5997 hassan.nowroozi@flysfo.com	Retrofit and Strengthening of terminal viaduct system. Repaving of all terminal access beneath viaduct. Replace lighting fixtures and related. Asbestos removal.	Jul-05	Nov-07	\$17,448,829	\$16,843,995	Prime

**Flatiron - Additional Completed Projects - Past 10 Years**

Flatiron Job #	Project Name	Contract #	Client	Reference	Description of Work	Start Date	Completion Date	Initial Contract Value	Final Contract Value	Prime/JV
3041	Santa Ana Second Main Track	C3074-06	Southern California Regional Rail Authority 700 S. Flower St., 26th Floor Los Angeles, CA 90017	Lia McNeil-Kakaris (213) 452-0237 mcneilkakarisl@scrra.net	Addition of second main track within existing right of way through construction of retaining walls and street improvements.	May-06	Nov-07	\$14,855,036	\$14,855,036	Prime
2050	Benicia Parking Lot Improvmeents	DTMA4C07001	US DOT Maritime Division	Debra Valmere (415) 744-4140	Reconstruct existing parking lot. Build slurry cutoff wall. Upgrade the pavement, lighting, storage facilities	Jul-08	Dec-07	\$2,234,183	\$2,287,018	Prime
3018	Sprinter Mainline Construction	IFB No. 04049	NCTD 810 Mission Avenue Oceanside, CA 92054	Steve Hoyle (760) 518-8715 SHO@sandag.org	Construct 22 miles of new rail and 14 stations with existing rail corridor.	Sep-04	Dec-07	\$187,185,783	\$239,541,381	JV w/Fluor Enterprises
3062	Route 15 Emergency Repairs	EA#293804	CALTRANS Division of Procurement & Contracts 4050 Taylor Street, MS-221	Dave Pound (858) 829-5035 dave.pound@dot.ca.gov	Repair damages caused by fires.	Oct-07	Dec-07	\$900,563	\$886,438	Prime
2036	State Route 4 Bypass, Laurel Road Extension, Lindsey Basin and Lindsey Channel	Contract Nos. 4660-6X4450, 4660-6X4374 and 4660-6X4451	State Route 4 Bypass Authority 255 Glacier Dr. Martinez, CA 94553	Dale Dennis (925) 595-4587	Construct State Hwy 4 Bypass from Lone Tree Way to existing Hwy 4 including Underground Utilities, 5 Box-Girder bridges, Grading, Roadway Surfacing and Electrical .	Jul-05	Jan-08	\$58,517,511	\$59,653,204	JV/ DeSilva Gates Construction
2047	Bethel Island Sheetpile Shoring	N/A	Top Grade Construction	Bill Madinas (925) 449-5764	Install/Remove 5500 l.f. of Sheetpile Shoring	Apr-07	Jan-08	\$2,425,600	\$2,801,836	Subcontract
2034	Route 99 Widening and Hammer Lane Interchange	Contract No. 04-16	DeSilva Gates Construction 11555 Dublin Blvd. Dublin, CA 94568	Mike Kloos (925) 829-9220	Build cast-in-place box girder bridge over Rte 99, wideing 4 steel girder bridges and one concrete T-beam bridge. Constructing retaining walls, sound walls, and drainage system.	Apr-05	Feb-08	\$13,975,296	\$16,063,066	Subcontract
2039	Route 99 Improvements and Widening near Kingsburg and Selma	06-350704	CALTRANS 1352 W. Olive Ave. Fresno, CA 93728	John Woods (559) 243-8391 john.woods@dot.ca.gov	Widen and Rehabilitate Freeway, Widen 5 Bridges, PCC Slab Replacement, PCC Paving	Nov-05	Feb-08	\$57,672,520	\$59,689,791	Prime
1020	San Francico-Oakland Bay Bridge Skyway	04-012024	CALTRANS 111 Grand Avenue Oakland, CA 94612	Doug Coe (510) 622-5101 doug.coe@dot.ca.gov	Construct two precast segmental bridges that will connect a future Self-Anchored Suspension (SAS) span with the city of Oakland.	Jan-01	Mar-08	\$1,043,541,000	\$1,188,978,022	Joint Venture Kiewit FCI Manson
3050	Camino del Norte Widening	421110	NCC, L.P. 10815 Rancho Bernardo Rd., Ste 310 San Diego, CA 92127	Gregor Connors (858) 674-1300	Roadway construction, concrete structures, roadway excavation, earthwork & masonry walls	Aug-06	Apr-08	\$11,566,857	\$11,572,782	Prime
3058	Lake Hodges Bicycle / Pedestrian Bridge - Phase 2	N/A	San Dieguito River Park Authority 18372 Sycamore Creek Rd. Escondido, CA 92025	Susan Carter (858) 674-2270 susan@sdrp.org	Construction of a three-span, prestressed concrete stress ribbon bridge structure, approximately 990 feet long consisting of precast concrete deck panels.	Aug-07	Jun-08	\$6,679,275	\$6,677,289	Prime
2049	Emergency Levee Repairs	07-RM75.1-01	Reclamation District 1000	Gene Russel (916) 922-1449	Emergency Levee Repair	Aug-07	Oct-08	\$1,865,961	\$2,433,827	Prime
3049	Pacific Street Bridge over San Luis Rey River	501.737556	City of Oceanside 300 North Coast Highway Oceanside, CA 92054	David Toschak (760) 801-0738 dtoschak@ci.oceanside.ca.us	Construction of four span cast in place concrete box girder bridge across San Luis Rey River	Sep-06	Oct-08	\$18,918,319	\$18,850,536	Prime
2055	Hwy 99 at Ave 12 N/B Offramp Widen	06-0C5204	California Dept. Of Transportation (Caltrans) 505 N St. Fresno, CA 93721	Alan Vong (559) 243-3856 alan.vong@dot.ca.gov	Widen NB offramp, Remove and Replace Existing Concrete Barriers and Install New Signal Light at Intersection of NB offramp and Avenue 12	Nov-07	Dec-08	\$1,108,201	\$1,172,437	Prime
3060	I-15 Interim Rapid Bus Transit Stations	BUS-1201505	SANDAG 401 B. Street, Suite 800 San Diego, CA 92101-4231	Ralph Tharp (619) 699-1900 rth@sandag.org	Construction of interim rapid bus transit stations.	Nov-07	Dec-08	\$14,922,296	\$18,624,723	Prime
2040	Route 70,149 Improvements in Butte County near Oroville	03-3822V4	CALTRANS 703 B St. Marysville, CA 95901	Steve Harvey (530) 533-4164 (530) 218-8963 steve.harvey@dot.ca.gov	Construction of (10) new bridges on CIDH pile foundations, install drainage systems (storm water). Roadwork, widening, and related.	Jan-06	Jan-09	\$81,784,984	\$86,454,560	JV/Granite Construction
3017	Route 15 Camino del Norte to Rancho Bernardo	11-080914	CALTRANS 4050 Taylor Street San Diego, CA 92110	Paul Hsu (619) 688-3157 paul.y.hsu@dot.ca.gov	Construct managed lanes.	Sep-04	Mar-09	\$67,837,529	\$80,253,112	JV w/Balfour Beatty
2063	Bear River Canal	08-01	South Sutter Water District 2464 Pacific Avenue Trowbridge, CA 95659	Bradley Arnold (530) 656-2242 sswd@hughes.net	Construct new Diversion Structure with Radial Gates, excavate 2,000 l.f. of new canal and associated work to accommodate planned highway relocations.	Oct-09	Apr-09	\$595,000	\$601,824	Prime

## Flatiron - Additional Completed Projects - Past 10 Years

Flatiron Job #	Project Name	Contract #	Client	Reference	Description of Work	Start Date	Completion Date	Initial Contract Value	Final Contract Value	Prime/JV
2058	Hwy 41 Coarsegold Intersection Improvements	06-0A4004	CALTRANS 1352 W. Olive Ave. Fresno, CA 93728	John Woods (559) 243-8391 john.woods@dot.ca.gov	Widen Intersection (Roadway Excavation, Class II AB, Underground and AC Paving) ans install signals	May-08	May-09	\$1,069,694	\$1,100,518	Prime
2062	Annual AC Overlay Pavement Repair	07-144-38-286	City of San Leandro 835 East 14th St. San Leandro, CA 94577	Kenneth Joseph (510) 577-3428 kjoseph@sanleandro.org	Annual AC Pavement Overlay Repair Throughout the City	Sep-09	Jul-09	\$1,881,909	\$1,851,149	Prime
2054	San Jose International Airport TAIP Overcrossings	9500620	Hensel Phelps		Design/Build (2) bridges (South Loop and Bypass Loop). Combined PT Box-Girder Bridge on P/C Pile & Concrete footing, Slab bridge on P/C Concrete Octagon Pile (extended), and Retaining Walls.	Jan-08	Jul-09	\$13,355,000	\$11,351,970	Sub
2067	San Mateo Bridge Emergency Repairs	04-0G5504	CALTRANS 111 Grand Avenue Oakland, CA 94612	Stanley Ng (510) 286-5155 stanley.ng@dot.ca.gov	Emergency repair work to the San Mateo Bridge	Apr-09	Aug-09	\$500,000	\$691,090	Prime
3081	Shaw Lorenz Bridge	Contract #701332-0149/0120/0125/0110-70	Pardee Homes 12626 High Bluff Drive, Suite 100 San Diego, CA 92130	Chris Nichols (858) 461-0824	Construct new bridge.	Nov-08	Sep-09	\$2,505,635	\$2,574,082	Prime
2046	Hwy 99 Widen, Interchange and Overcrossing	06-293304	CALTRANS 505 N. St. Fresno, CA 93721	Hugo Mejia (559) 243-3592 hugo.mejia@dot.ca.gov	Existing Expressway to be Converted to Divided Freeway, including 2 new Cast-In-Place Box-Girder Bridges and Retaining Walls	Oct-06	Oct-09	\$47,134,940	\$48,988,698	Prime
3073	I-15 at Wheaton Springs PCC	Contract 08-4393U4	Las Vegas Paving P.O. 620 North Highlands, CA 95660	Christine Golden (916) 334-1221	Place LCB and PCC on southbound truck ascending lane.	Aug-08	Oct-09	\$5,752,615	\$5,485,226	Sub
2029	I880/Mission Blvd. Interchange	04-2332U4	CALTRANS 111 Grand Avenue Oakland, CA 94612	Maurice El Hage (408) 210-6777 maurice.el.hage@dot.ca.gov	Reconstruct interchange, including demolition of 2 existing bridges, construction of 5 new bridges with driven pile foundations, construction of concrete retaining walls and MSE retaining walls.	Dec-05	Nov-09	\$59,761,945	\$69,191,818	JV -Flatiron / DeSiva Gates
2056	Hwy 80 Emigrant Gap Widen and Concrete Pavement Rehabilitation	03-4A7004	CALTRANS 703 B St. Marysville, CA 95901	Doug Lange (530) 741-4465 doug.lange@dot.ca.gov	Hwy 80 Widen, Concrete Paving, Widen 1 Bridge, Replace 1 Bridge	Feb-08	Nov-09	\$19,997,343	\$21,316,973	Prime
2064	Elk Grove Bridge Replacement	PT0033	City of Elk Grove 8401 Laguna Palms Way Elk Grove, CA 95758	Gary Grunwald (916) 478-2236 ggrunwald@elkgrovecity.org	Replace existing bridge with a concrete slab bridge and construct asphalt concrete approaches	Mar-09	Nov-09	\$1,423,900	\$1,512,319	Prime
3019	Route 15 Via Rancho Parkway, San Diego, CA	11-080924	CALTRANS 4050 Taylor Street San Diego, CA 92110	Faridun Javed (619) 661-6406 faridun.javed@dot.ca.gov	Construct additional lanes, moveable barriers and replace bridges.	Oct-04	Nov-09	\$81,952,560	\$93,210,568	JV w/Balfour Beatty
3048	Route 15, Unit 5, Via Rancho Parkway, San Diego, CA	11-080944	CALTRANS 4050 Taylor Street San Diego, CA 92110	Richard Breyer (760) 473-2489 richard.breyer@dot.ca.gov	Construct additional lanes, moveable barriers and replace bridges.	Sep-06	Nov-09	\$50,205,981	\$51,090,705	Prime
2060	West Valley College Sitework	8-0809	West Valley Mission Community College District	Gogo Heinrich (408) 510-87595	Remove paving, excavate for utilities, backfill unpaved areas with spoils, off-haul and dispose of spoils and waste from excavations, restore paved areas	Jun-09	Nov-09	\$402,636	\$330,124	Subcontract
2061	Hwy 80 Concrete Paving Subcontract to Sierra Nevada Construction	10513-0008	Sierra Nevada Construction Box 50760 NV 89435	PO Sparks, Paul Shogren (775) 355-0420	PCC Paving of the No. 1 Lane & Left Shoulder of Hwy 80	Aug-09	Nov-09	\$733,200	\$744,066	Subcontract
2052	Mayhew Slough Levee Repair and Drain Structure	W91238C 07-B-0002	US Army Corps of Engineers	Eric Samuels (916) 557-5367	Emergency Levee Repair Drain Structure	Aug-07	Dec-09	\$9,538,000	\$13,847,235	Prime
3070	Seismic Retrofit of North Harbor Drive over Navy Estuary	K083623	City of San Diego 1200 Third Avenue, Suite 200 San Diego, CA 92101	Nitsuh Aberra (619) 533-4656 naberra@sandiego.gov	Construction of a nine-span post-tensioned concrete slab and T-girders.	Sep-08	Dec-09	\$11,216,857	\$10,813,527	Prime
2066	SFO Cast In Place Concrete - Deck Fill	3.30	Turner Construction SFIA Courtyard 2, PO Box 282869 San Francisco, CA 94128	Purnima Villanueva (650) 821-9391	(Sub-bid to Turner) Cast-In-Place Concrete Decks, Shear Walls, Drill & Bond Dowels	Apr-09	Jan-10	\$5,449,290	\$8,528,139	Prime
2045	I-238/580 Widen and Rehabilitation	04-249044	CALTRANS 111 Grand Avenue Oakland, CA 94612	Bharat Patel (925) 606-4447 bharat.k.patel@dot.ca.gov	Widening and rehabilitate portions of Route 580, Route 880, and Route 238 in and near Hayward and San Leandro in California. Interstate 238 serves as the single east-west freight connector between the San Francisco and Oakland ports and California's agricultural heartland. The	Aug-06	Apr-10	\$90,911,557	\$108,418,043	Prime
3066	Route 215 San Bernardino PCC	Contract 08-007174	MCM Construction, Inc. 19010 Slover Avenue Bloomington, CA 92316	H.D. McGovern (909) 875-0533 hmcgovern@mcmconstructioninc.com	PCC paving.	Jan-08	Apr-10	\$8,393,100	\$9,137,291	Sub
3090	Rehabilitate Taxiway C	Contract 104026	San Diego County Regional Airport Authority 2320 Stillwater Road San Diego, CA 92101	John Rothnie (760) 735-5087 jrothnie@san.org	Rehabilitation of taxiway - includes surface preparation, full depth removal of taxiway asphalt concrete and concrete pavement and placement of asphalt concrete, concrete pavement and storm drain.	Aug-09	Sep-10	\$22,487,625	\$23,387,130	Prime

## Flatiron - Additional Completed Projects - Past 10 Years

Flatiron Job #	Project Name	Contract #	Client	Reference	Description of Work	Start Date	Completion Date	Initial Contract Value	Final Contract Value	Prime/JV
2074	DWR Sutter Fish Ladder	C51411	State of California Department of Water Resources	Will Hicks (916) 574-2021 / (916) 802-3441 whicks@water.ca.gov	Remove existing fish ladder and culverts. Replace fish ladder and culverts at the entrance to Willow Slough utilizing sheetpile cofferdams and a temporary bridge for access and dewatering of work area.	Jun-10	Oct-10	\$2,967,751	\$3,399,558	Prme
3085	Route 52 Santee, CA	11-2T0104	CALTRANS 4050 Taylor Street San Diego, CA 92110	Mike Moen (619) 995-7335 mike.moen@dot.ca.gov	Construct managed lanes north segment.	Feb-09	Oct-10	\$27,549,289	\$29,060,110	Prime
2077	San Mateo Bridge Repair	04-2G3004	CALTRANS 111 Grand Avenue Oakland, CA 94612	Stanley Ng (510) 286-5155 stanley.ng@dot.ca.gov	Force Account Work (cost + markup) : Repair cracked structural steel beam at bent 285 on the San Mateo-Hayward Bridge, maintain traffic, perform Misc. related road work.	Oct-10	Nov-10	\$166,775	\$166,775	Prme
2068	Route 99/145 Interchange, Overlay and Bridge Widen	06-407214	CALTRANS 1352 West Olive Ave. Fresno, CA 93728	Mike Weber (559) 897-7224 / (559) 246-9422 michael.weber@dot.ca.gov	Install temporary traffic control devices, remove bridge portion, widen roadway, widen bridge, install signalization at 3 locations & re-stripe.	May-09	Dec-10	\$3,966,959	\$5,302,415	Prime
2076	A/C Overlay on Road 132	24750	County of Tulare Resource Management Agency	Mario Pulido (559) 624-7000 mpulido@co.tulare.ca.us	Base repairs, overlay, striping and shoulder backing material.	Oct-10	Dec-10	\$1,865,730	\$1,826,740	Prme
3042	Route 5 Buena Park from Orangethorpe to Artesia, CA	12-101674	CALTRANS 3337 Michelson Drive, Suite 380 Irvine, CA 95612	Bill Gilchrist (949) 279-8438 bill.gilchrist@dot.ca.gov	Construct 6 bridges, 29 retaining walls and 1 pump station along I-5.	Apr-06	Jan-11	\$201,352,369	\$203,897,152	JV w/Balfour Beatty
3093	Valley Center Road Bridge Over San Luis Rey River	529182	County of San Diego 10089 Willow Creek Road, Suite 150 San Diego, CA 92131	Rey Nocon (858) 740-4700 rnocon@simonwongeng.com	Bridge construction.	Jun-09	Jan-11	\$6,317,062	\$7,011,841	Prime
2065	Hazel Avenue Bridge Replacement	4010	Sacramento County 700 H St. Sacramento, CA 95814	Thor Lude (916) 875-2728 / (916) 215-2312 ludet@saccounty.net	Widen existing bridge, modifications to two bridges and install prefabricated pedestrian bridge.	Mar-09	Feb-11	\$20,110,156	\$23,896,453	Prime
2072	Hwy 198 Lemoore A/C Overlay	06-490004	CALTRANS 8530 West Roosevelt Ave., Visalia, CA 93291	Dave Ontiveros (831) 579-1337 david.ontiveros@dot.ca.gov	4,000 tons of HMA base repairs and 13,000 tons of rubberized HMA. Crack sealing, AC dike, striping, minor amounts of metal beam guard rail & shoulder backing.	May-10	Apr-11	\$1,751,027	\$1,855,615	Prime
2057	Sacramento Airport - Airside Concrete Paving	TMP CTB-A00	Sacramento County 6900 Airport Blvd. Sacramento, CA 95836	Leonard Takayama (916) 874-0771 takayamal@saccounty.net	PCC Paving, Striping, Signing and Electrical for new taxiways and aprons. Pile Driving for new concourse building. Construct Bridge for Automated People Mover (APM). Construct Underground Tug Tunnel.	Jun-08	May-11	\$47,123,302	\$49,682,730	JV with Turner Construction 32%
2080	Hwy 41 Cold in Place Recycle and Overlay	06-0H0004	CALTRANS 8530 Roosevelt Ave Visalia, CA 93291	Haidar Haddadin 559-243-3599 haidar.haddadin@dot.ca.gov	Cold in Place recycling of existing asphalt pavement and HMA overlay.	Apr-11	Jul-11	\$1,095,772	\$1,253,988	Prime
2073	Contra Costa Fish Screen P3	R10PC20R32	BUREAU OF RECLAMATION 2800 Cottage Way Sacramento, CA 95825	Joshua Stuart 916-978-4302 jstuart@usbr.gov	Construct new fish screen facility for the Contra Costa Canal at Rock Slough. Work includes dewatering the existing canal behind sheetpile cutoff walls previously installed. Excavate existing levees and widen the channel to accomodate the fish screen structure. The Fish Screen	Jun-10	Aug-11	\$12,682,255	\$14,025,512	Prme
3075	Route 15 South Segment, Unit 1	11-2T0914	CALTRANS 4050 Taylor Street San Diego, CA 92110	Gus Silva (619) 688-1497 gustaf.silva@dot.ca.gov	Construct managed lanes south segment.	Jun-08	Oct-11	\$50,031,930	\$56,451,891	Prime
2051	Hwy 880-92 Interchange Reconstruction	04-016014	CALTRANS 111 Grand Avenue Oakland, CA 94612	Ta Seng (925) 766-5224 ta.seng@dot.ca.gov	Interchange Reconstruction at Hwy 880 and Hwy 92 in Hayward, CA	Sep-07	Nov-11	\$138,000,000	\$157,886,823	JV/Granite Construction
3037	Route 5 PCC Replacements, Glendale & Burbank, CA	07-193104	CALTRANS 100 South Main St, 3rd Floor, MS-7 Los Angeles, CA 90012	Maher Subeh (818) 637-2506 ext. 229 maher.subeh@dot.ca.gov	Replace existing PCC pavement with rapid strength PCC.	Dec-06	Nov-11	\$44,308,849	\$44,793,341	Prime
3043	Exposition Light Rail	1-06	Exposition Metro Line Authority 707 Wilshire Blvd, Suite 3400 Los Angeles, CA 90017	Bud Gandy (213) 243-5571 bgandy@exporail.net	Construct 77 miles of double track light rail.	Mar-06	Nov-11	\$471,441,336	\$690,666,208	JV w/Fluor Enterprises and Parsons
3105	West Conveyance Pipeline - Phase 1	Contract 359PLW	Mojave Water Agency 22450 Headquarters Drive Apple Valley, CA 92307	Lorri Steely (760) 946-7020 lsteely@mojavewater.org	Construction of approximately 36 k of 42"-18" CML&C Water Main and appurtences , open field and rural city streets. Bores under Hwy 395, I 15 and BNSF RR.	Jul-10	Nov-11	\$7,804,914	\$8,418,173	JV w/C.M. Peich
3068	Route 15 South Segment, Unit 3	11-2T0934	CALTRANS 4050 Taylor Street San Diego, CA 92110	Harwell Ontoy (619) 688-3156 harwell.ontoy@dot.ca.gov	Construct managed lanes south segment.	Apr-08	Dec-11	\$67,618,827	\$73,584,436	Prime
2079	Point Bonita Light House Pedestrian Bridge Replacement at Marin Headlands	DTFH68-11-C00008	US DOT FEDERAL HIGHWAYS 12300 West Dakota Ave Lakewood, CO 80228	Pat Flynn 303-884-8970 720-963-3090	Remove existing Pt. Bonita Lighthouse pedestrian bridge and replace with new 156' long suspension ped bridge. Schedule A-Design Segment awarded, permanent material along with schedule X & Y (construction) awarded as original design contract modifications.	Mar-11	Feb-12	\$1,900,000	\$1,863,442	Prme
2082	Eureka Road & I-80 Improvements	20004-6130/012502-45	City of Roseville 311 Vernon Street Roseville, CA 95678	Nina Buelna 916-746-1300 rbuelna@roseville.ca.us	Bridge and Road Widening.	Jul-11	Apr-12	\$4,798,457	\$4,917,318	Prime

**Flatiron - Additional Completed Projects - Past 10 Years**

Flatiron Job #	Project Name	Contract #	Client	Reference	Description of Work	Start Date	Completion Date	Initial Contract Value	Final Contract Value	Prime/JV
3101	Bridge 207.6 Replacement	Contract 5001298	SANDAG 401 B. Street, Suite 800 San Diego, CA 92101-4231	Steve Hoyle (760) 518-8715 SHO@sandag.org	Replacement of approximately 532 lineal feet of the northerly timber trestle bridge with new pre-cast concrete spans on CIDH piles and cast-in-place concret bent caps.	Sep-10	Apr-12	\$4,822,000	\$4,349,531	JV w/Herzog
3084	Route 18 Big Bear Lake, CA	08-227004	CALTRANS 464 West 4th Street San Bernardino, CA	Ihab Boulos (951) 232-7582 ihab.boulos@dot.ca.gov	Construct new bridge and realign roadway.	Feb-09	Nov-12	\$32,893,779	\$38,401,547	Prime
3125	Route 60 Emergency Project	07A3192	CALTRANS 1727 30th Street Sacramento, CA 95816-7006	Joan Crews (213) 620-4852 joan.crews@dot.ca.gov	Bridge repair.	Dec-11	Dec-12	\$1,000,000	\$1,898,510	Prime
3082	Route 15 North Segment, Unit 1	11-2T0814	CALTRANS 4050 Taylor Street San Diego, CA 92110	Richard Breyer (760) 473-2489 richard.breyer@dot.ca.gov	Construct managed lanes north segment.	Dec-08	Jan-13	\$46,599,284	\$50,213,372	Prime
2071	Hwy 198 Hanford	06-3568U4	CALTRANS 8530 West Roosevelt Ave., Visalia, CA 93291	Mike Weber (559) 897-7224 / (559) 246-9422	Convert 2 lane highway into 4 lane Expressway	Nov-09	Mar-13	\$45,178,321	\$51,798,376	Prme
3131	I-15 Ultimate Bus Rapid Transit Stations	5001935	SANDAG 401 B. Street, Suite 800 San Diego, CA 92101-4231	Frank Owsiany (619) 699-6948 FOW@sandag.org  John Dorow (619) 699-1915 JDO@sandag.org	Upgrading existing rapid bus transit stations.	Aug-12	Mar-13	\$2,594,200	\$2,741,485	Prime
3132	Washington Street Access Improvements	104124	San Diego County Regional Airport Authority 2320 Stillwater Road San Diego, CA 92101	Omneya Salem (619) 400-2227 osalem@san.org	The construction work includes asphalt concrete pavement and Portland Cement Concrete pavement to widen and realign approximately 2,900 feet of Washington Street from Frontage Road to the future Central Receiving and Distribution Center. The project also includes modification of two existing traffic signals, installation of chain link fence,security fence, and roadway storm drain system. In addition, the existing electrical and telecommunication services and meters will be relocated; an Airfield access-controlled security gate will be erected; and the future 12KV electrical distribution system infrastructure will be installed.	Jul-12	Apr-13	\$2,873,776	\$3,271,472	Prime
3130	Borden Road Bridge Improvement	88165	City of San Marcos 1 Civic Center Drive San Marcos, CA 92069	Elias Gallegos (760) 744-1050 egallegos@sanmarcos.net	Construction of a two span bridge.	Jul-12	May-13	\$5,606,693.60	\$5,683,611	Prime
2069	Widen Hwy 80 Roseville	03-367834	Caltrans 703 B Street Marysville, CA 95901	Pete Spector 916-416-7547 530-741-4211 pete.spector@dot.ca.gov	Widen Eastbound and Westbound Hwy 80 approximately 2.3 miles from Eureka Ave to 1 mile east of Hwy 65.	Oct-09	Jun-13	\$21,838,386	\$24,829,677	Prime
3102	Taxilane S Improvements	DA-4398	City of Los Angeles / Los Angeles International Airport 1 World Way Los Angeles, CA 90045	Rosa Brice (310) 957-7173 rbrice@lawa.org	Construction of new PCC taxiway and apron.	Mar-10	Jun-13	\$95,866,596	\$108,812,424	Prime
2059	Hwy 65 Bypass	03-3338U4	CALTRANS 703 B St. Marysville, CA 95901	Carl Berexa (916) 624-2769 carl.berexa@dot.ca.gov	Construct 11.7 miles of new 4-lane freeway paved with AC, 17 bridges, and Sound Walls.	Jun-08	Jul-13	\$137,136,250	\$153,258,854	JV/ DeSilva Gates Construction
3124	Route 78 Nordahl Road Overcrossing	11-259804	CALTRANS 4050 Taylor Street San Diego, CA 92110	Faridun Javed (619) 661-6406 faridun.javed@dot.ca.gov	Replacement of left hand turns from the bridge to the highway, provided an additional two feet of clearance, and was also designed to accommodate future SR-78 widening and HOV lanes. The scope of work included demolishing the existing bridge and replacing it with a two-span precast prestressed concrete bulb-type girder on spread footings and 30-inch CIDH concrete piles, constructing five retaining walls, drainage systems, and widening the westbound and eastbound off-ramps to Nordahl Road to include an additional turning lane.	Nov-11	Aug-13	\$9,271,985	\$9,559,443	Prime
3094	Route 905 New Freeway	11-288804	CALTRANS 4050 Taylor Street San Diego, CA 92110	Mike Moen (619) 995-7335 mike.moen@dot.ca.gov	Construct new PCC freeway.	Aug-09	Oct-13	\$57,095,736	\$65,317,296	JV w/Sukut
2070	I-880 High Street	04-165424	CALTRANS 111 Grand Avenue Oakland, CA 94612	Bharat Patel (925) 606-4447 bharat.k.patel@dot.ca.gov	Remove & replace two existing parallel bridges on I-880 over High Street.	Oct-09	Nov-13	\$50,648,177	\$61,099,688	Prime



**Flatiron - Additional Completed Projects - Past 10 Years**

Flatiron Job #	Project Name	Contract #	Client	Reference	Description of Work	Start Date	Completion Date	Initial Contract Value	Final Contract Value	Prime/JV
3106	North Torrey Pines Road Bridge Seismic Retrofit	57C-0207	City of Del Mar 1050 Camino del Mar Del Mar, CA 92014	Wade Durant (619) 692-1920 wade.durant@tylin.com	Upgrade and perform a retrofit of the North Torrey Pines Road Bridge in San Diego County, California. This bridge was designated a historic landmark and was eligible for listing on the National Register of Historic Places, was on the California Register of Historical Resources and was designated as a City of Del Mar Historic Landmark, therefore preservation of its historic detail was considered an essential characteristic of the project. The bridge was approximately 570 feet long, 49 feet wide, and as tall as a six story building. It spanned an environmentally sensitive area as well as railroad tracks. The scope of work to bring it up to code included replacing the bridge superstructure and retrofitting and rehabilitating its substructure. This included removing and replacing unbound substructure concrete, soil compaction grouting, constructing two new seat-type abutments on CIDH piles behind the existing abutments, drilling and bonding dowels, adding confinement steel to the tops of all columns, adding shear walls to the bottoms of skewed bents, replacing existing bearings with transverse and longitudinal sliding bearings. The bridge configuration remained the same with one five-foot wide sidewalk, two (one northbound and one southbound) six-foot wide bike lanes, a six-foot median and two 12-foot wide lanes of traffic, one northbound and one southbound.	Dec-10	Dec-13	\$13,380,283	\$15,243,009	Prime
3129	French Valley Parkway	PW07-04	City of Temecula 41000 Temecula, CA	Avlin Odviar (951) 694-6411 Avlin.Odviar@cityoftemecu	Freeway/ramp widening and new ramp/arterial road construction. Structures work includes retaining walls (Cantilever and Mechanically Stabilized Earth) and bridge widening and earthquake retrofit.	May-12	Dec-13	\$13,780,138	\$14,828,793	Prime
3142	Alta 10 Bridges	692	Blattner Energy, Inc. 392 County Road 50 Alta, MN 55002-6881	Amanda Ramler (320) 356-7351 aram@blattnere.com	Construction of two temporary bridges.	Sep-13	Dec-13	\$771,376	\$771,376	Subcontractor
2096/2097	OAB Earthwork Contract	1-Jan	CCIG/ City of Oakland	Cliff Kunkel - Turner ckunkel@ttgfjv.com	Earthwork Contract for OAB.	Nov-13	Dec-13	\$14,377,666	\$14,377,666	Flatiron JV Partner
3100	Route 76	11-080104	CALTRANS 4050 Taylor Street San Diego, CA 92110	Ed Fitzgibbon (619) 995-7334 ed.fitzgibbon@dot.ca.gov	Construction new 4-lane highway.	Jan-10	Feb-14	\$61,023,992	\$72,454,989	Prime
3099	Santa Margarita Bridge and Second Main Track	Contract 1141600	SANDAG 401 B. Street, Suite 800 San Diego, CA 92101-4231	Steve Hoyle (760) 518-8715 SHO@sandag.org	Removal of existing steel truss bridge and wooden trestle over Santa Margarita River. Construction of new CIP concrete box girder bridge and new pre-cast concrete box girder trestle.	Feb-10	Mar-14	\$26,276,287	\$26,276,287	JV w/Herzog
3127	Sorrento to Miramar Double Track, Phase 1	5001827	SANDAG 401 B. Street, Suite 800 San Diego, CA 92101-4231	Rey Nocon (858) 740-4700 rnocon@simonwongeng.com	Flatiron was the managing partner of a joint venture with H&H Engineering Construction, Inc. which was awarded the contract for construction of the Sorrento to Miramar Double Track Phase One Project, San Diego, California. The project is the first of two phases of construction that will help speed passenger and freight rail services by straightening the slowest, steepest, and highest curve territories of any segment on the LOSSAN corridor (the Los Angeles-San Diego-San Luis Obispo rail corridor). That stretch of single track between Sorrento Valley and Miramar Road caused a significant bottleneck to rail traffic. Due to the sharp curves and steep grade, train speed there was restricted to 25 miles per hour. The project improved schedule reliability by increasing train speeds and allowing passenger and freight trains traveling in opposite directions to pass each other. Flatiron was responsible for construction of the new alignment, steel trestle double-track bridge, and retaining walls; H&H was responsible for track installation. The scope of this contract included constructing 1.5 miles of new track, including crossovers and turnouts, parallel to the existing line from south of Sorrento Valley Boulevard to east of Interstate 805. Crews demolished a 1940s era wooden trestle bridge and replaced it with a new double-track bridge. The 140-foot long steel trestle double-track bridge was built on cast-in-place abutments and founded on driven steel pipe. To straighten the curvature of the current track alignment, crews constructed ten retaining walls and embankments along the project.	May-12	Apr-14	\$24,747,777	\$25,012,487	JV w/ H & H Engineering
3136	Replace Approach Slabs in Various Locations	11-283604	CALTRANS 4050 Taylor Street San Diego, CA 92110	Dan Juarez (858) 688-1501 dan.juarez@dot.ca.gov	Replace bridge approach slabs on 6 different highways through San Diego County.	Jan-13	May-14	\$13,511,170	\$12,261,459	Prime
3098	Route 110 Auxiliary Lanes	07-2411U4	CALTRANS 100 S. Main Street Los Angeles, CA 92402	Ragy Samy (626) 572-6700 ragy.samy@dot.ca.gov	Construct auxiliary lanes and modify ramps.	Dec-09	May-14	\$19,137,506	\$25,492,315	Prime

## Flatiron - Additional Completed Projects - Past 10 Years

Flatiron Job #	Project Name	Contract #	Client	Reference	Description of Work	Start Date	Completion Date	Initial Contract Value	Final Contract Value	Prime/JV
3143	Harmony Grove Village Parkway Bridge	14L0019095	Standard Pacific Corp. 2739 Country Club Drive San Diego, CA 92029	Tim Wellman (760) 443-6082 TWellman@stanpac.com	Grading, bridge, underground and street improvements.	Sep-13	Jun-14	\$2,981,726	\$2,981,726	Subcontractor
3140	Wing Avenue Flood Control Improvmenets	5921	County of San Diego 5500 Overland Avenue Suite 270 San Diego, CA 92123	Bill Morgan (858) 344-5859 william.morgan@sdcounty.ca.gov	Increase capacity of existing channel configuration by resurfacing the existing channel and replacement of exisiting reinforced concrete box culverts.	Jun-13	Aug-14	\$5,522,833	\$5,707,705	Prime
2075	Design-Build Oakland International Airport Connector	01ZK-110	Bay Area Rapid Transit District (BART)	Tom Dunscombe (510) 287-4822 tdunsco@bart.gov	Design Build 3.2 miles of guideway, two stations, a maintenance facility and supply and install APM system. Two miles elevated in the street median, 500 feet in cut and cover tunnel with the remainder at grade. Crosses RR and freeway and adjacent airport roads.	Sep-10	Oct-14	\$361,022,150	\$361,022,150	JV/Parsons
3133	Route 76/15 Separation	11-257144	CALTRANS 4050 Taylor Street San Diego, CA 92110	Jared Corbitt (619) 971-2488 jared.corbitt@dot.ca.gov	Modify and widen intechange.	Oct-12	Oct-14	\$19,648,515.20	\$23,320,836	Prime
2094/2095	OAB - Paving & Wicking Contract	1-Jan	CCIG/ City of Oakland	Cliff Kunkel - Turner ckunkel@ttgfjv.com 510-267-8100	Paving and Wick Drains for OAB.	Nov-13	Oct-14	\$11,858,673	\$11,858,673	Flatiron JV Partner
2083	Carpenter Road Bridge Seismic Upgrades Modesto	2012-02  Fed Aid BRLSZA-5059(064)	City of Modesto Utility Planning and Project Director P.O. Box 642 Modesto, CA 95353	Vickey Dion 209-571-5542 vdion@modestogov.com	Seismic improvements to Carpenter Road Bridge and Roadway. Existing bridge abutment and hinge retrofit, bridge railing and deck overhang removal, reinforced concrete bridge construction, CIDH pile construction below ground water, cofferdam construction and removal, develop.	May-12	Nov-14	\$8,195,135	\$8,422,947	Prime
3126	Route 60/605 Separation to Route 57/60 Separation	07-286904	CALTRANS 100 Main Street Los Angeles, CA 90012	Joe Doughly (909) 594-4270 joe.doughly@dot.ca.gov	Replace PCC slabs & electrical loops and grind pavement.	Apr-12	Jan-15	\$67,665,955	\$71,569,778	Prime
3128	Route 5 Santa Clarita	07-2332A4	CALTRANS 100 Main Street Los Angeles, CA 90012	Abdul Al-jamal (818) 367-2760 abdul.al-jamal@dot.ca.gov	Widen roadway and bridges with PCC and construct retaining walls.	May-12	Feb-15	\$43,630,802	\$51,277,742	Prime
3118	Route 101 Santa Maria	05-445904	CALTRANS 50 Higuera Street San Luis Obispo, CA 93401	Patrick Stimson (805) 348-3533 patrick.stimson@dot.ca.gov	Widening of the Santa Maria River bridge on State Route 101 in Santa Barbara and San Luis Obispo Counties in and near Santa Maria from 0.5 Miles North of the Santa Maria Connector to Route 101/166 in California. The purpose of the project was to relieve traffic congestion and improve	Oct-11	Mar-15	\$30,865,199.98	\$34,038,011	Prime
2085	Hwy 99 Merced	10-415704	CALTRANS 1976 East Charter Way Stockton, CA 95205	Kewal Virk (209) 826-7953 (559) 675-5272 kewal.virk@dot.ca.gov	Construct freeway interchange and bridges on state highway in Merced County near Merced from Buchanan Hollow Road to 0.3 miles north of McHenry Road	Jul-12	Apr-15	\$66,568,275	\$70,515,547	JV w/Teichert as Lead
2084	Hwy 80 Oakland Touchdown	04-0120M4	CALTRANS 111 Grand Avenue Oakland, CA 94612	Jeanne Balderramas 510-385-6915 jeanne.balderramas@dot.c	Construction on State Highway in Alameda County in Oakland From 1.6 KM West of the Toll Plaza to 0.3 KM West of the Toll Plaza.	Jun-12	Sep-15	\$29,991,639	\$72,003,232	Prime
3141	Cow Camp Road Phase 1A/1B Bridge, SMWD and Road Improvements	13005	RMV PA2 Development, LLC 28811 Ortega Highway San Juan Capistrano, CA 92675	Scott Leetzow (949) 240-3363 SLeetzow@ranchomv.com	Bridge improvements, grading, and storm drain improvements, wet utilities, water, reclaimed sewer, irrigation, dry utility improvements, street improvements including asphalt concrete and traffic signalization.	Aug-13	Sep-15	\$21,521,649	\$21,521,649	Subcontractor
3151	Cow Camp Phase 1B SMWD	035C-1042	RMV PA2 Development, LLC 28811 Ortega Highway San Juan Capistrano, CA 92675	Scott Leetzow (949) 240-3363 SLeetzow@ranchomv.com	Construction of Sewer Lines and Water Lines.	Oct-14	Sep-15	\$1,349,404	\$1,349,404	Subcontractor
3158	SMWD Intertie Station	030C-1123	RMV PA2 Development, LLC 28811 Ortega Highway San Juan Capistrano, CA 92675	Scott Leetzow (949) 240-3363 SLeetzow@ranchomv.com	Emergency intertie station.	Dec-14	Sep-15	\$286,530	\$286,530	Subcontractor
2101	SFPUC Lower Cherry Aqueduct	HH-974(E)	SFPUC 1145 Market Street San Francisco, CA 94103	Ryan Fitzgerald Contract Administration 415-934-3980	Phase 1- Clean Tunnels, Clean And patch culvert, provide hydraulic upgrades and temporary instrumentation panel to manually operate Cherry Creek Diversion Dam and Install temporary safety structures. Phase 2 - Install and clean pipe to replace open aqueduct , repair tunnels.	Oct-14	Oct-15	\$14,000,000	\$14,000,000	CM/GC
3135	Route 5/74	12-0E3104	CALTRANS 3337 Michelson Drive, Suite 380 Irvine, CA 95612	Mohammad Ravanipour (949) 279-8407 mohammad.ravanipour@dot.ca.gov	Replace bridge and widen ramp.	Nov-12	Oct-15	\$24,850,553	\$29,319,667	Prime

## Flatiron - Additional Completed Projects - Past 10 Years

Flatiron Job #	Project Name	Contract #	Client	Reference	Description of Work	Start Date	Completion Date	Initial Contract Value	Final Contract Value	Prime/JV
3161	Runway, Papa Taxiway, Hanger 2 Apron at MCAS Miramar	N62473-14-D-0045-0	Department of the Navy Naval Facilities Engineering Command Southwest 1220 Pacific Highway	Paula Conely (858) 577-1230 paula.conley@navy.mil	Repair of damaged airfield paving.	Mar-15	Oct-15	\$2,875,378	\$2,875,378	Prime
3167	Route 8 Cal Sorrento Emergency Project	11A2332	CALTRANS Division of Procurement and Contracts 1727 30th Street Sacramento, CA 95816-7006	Cameron Chaffee (619) 688-3377 cameron.chaffee@dot.ca.gov	Construct subterranean drainage system.	Jul-15	Oct-15	\$281,000	\$281,000	Prime
2098/2099	OAB - Outfall Structure	5-Jan	CCIG/ City of Oakland	Cliff Kunkel - Turner ckunkel@ttgfv.com 510-267-8100	Wharf Outfall Structure for OAB.	May-15	Oct-15	\$2,700,000	\$2,700,000	Prime
3089	Route 10 HOV Lanes	07-117074	CALTRANS 100 Main Street Los Angeles, CA 90012	Sushil Chaudhari (213) 453-7555 sushilkumar.n.chaudhari@dot.ca.gov	Construct HOV lanes.	Oct-09	Feb-16	\$76,552,567	\$91,324,057	Prime
3159	Route 7 Calexico	11-238404	CALTRANS 4050 Taylor Street San Diego, CA 92110	Shawn Rizzutto (760) 594-2032 shawn.rizzutto@dot.ca.gov	Pavement rehabilitation, replace AC with CRCP.	Dec-14	Feb-16	\$11,134,915	\$11,446,250	Prime
3144	San Onofre to Pulgas Double Track Stage 1	5001515	SANDAG 401 B. Street, Suite 800 San Diego, CA 92101-4231	Steve Hoyle (760) 518-8715 SHO@sandag.org	The work consists in general of providing 4.2 miles of second main track between existing Control Point (CP) San Onofre and a New cross over at a new CP Don.	Jan-14	Jun-16	\$18,833,800	\$18,272,703	JV w/ H & H Engineering
3146	Sorrento Valley Double Track	5004027	SANDAG 401 B. Street, Suite 800 San Diego, CA 92101-4231	Steve Vargo (619) 259-9805 svargo@kleinfelder.com	The work consists of construction of a second main track and associated bridge, retaining wall, culvert, embankment protection and drainage work.	Feb-14	Jun-16	\$17,559,500	\$18,579,627	JV w/ H & H Engineering
3147	South Line Freight Improvement	5004301	SANDAG 401 B. Street, Suite 800 San Diego, CA 92101-4231	Steve Hoyle (760) 518-8715 SHO@sandag.org	The work consists,of improvements on the South Line (MTS Blue Line) in the City of Chula Vista between J Street and the Otay River Bridge. Proposed work includes construction of track infrastructure including rail and tie replacement, reconstruction of the highway grade crossing at L	Jan-14	Jun-16	\$18,345,678	\$18,552,505	JV w/ H & H Engineering
3103	Route 5 from North of Sheldon St. to 5/118 to 5/170	07-1219U4	CALTRANS 100 Main Street Los Angeles, CA 90012	Emile Eid (213) 276-2054 emile.eid@dot.ca.gov	Construct HOV slabs, connectors and replace slabs.	Jul-10	Jul-16	\$95,866,596	\$103,519,184	Prime
3139	Blue Line Station Improvements	5001933	SANDAG 401 B. Street, Suite 800 San Diego, CA 92101-4231	Steve Hoyle (760) 518-8715 SHO@sandag.org	Trolley Station, Transit Center, and Track Reconstruction and Upgrades between the San Diego Trolley Line and San Ysidro Intermodal Transit Center.	Jul-13	Sep-16	\$57,881,145	\$69,006,234	Prime
3152	San Vicente Road Improvement	1009592	County of San Diego 5500 Overland Avenue Suite 270 San Diego, CA 92123	Ted Kautzman (858) 805-1200 ted.kautzman@sdcounty.ca.gov	Realignment of San Vicente Road with utility undergrounding. Major work scopes are earthwork, waterline, box culverts, and AC Paving.	Sep-14	Dec-17	\$22,615,403	\$25,843,166	Prime
2103	Orwood Rd Bridge Replacement	County Project No: 0662-6R4076  Fed Aid No: BRLO 5928(045)	Contra Costa County Public Works 255 Glacier Drive Martinez, CA 94553 Phone 925-313-2000 Contact: Neil Leary, Project Sr Engineer	CM Firm: Hanna Group 855 Marina Bay Parkway, Suite 25 Richmond, CA 94804 Cell Phone: 415-717-9101 Contact: Nick Panayotou,	Replacement of the Orwood Rd Bridge structure and reconstructing the roadway approaches on Orwood Rd at Werner Dredger Cut and the Orwood Resort in Brentwood, CA.	Jun-15	Dec-16	\$7,984,449	\$7,984,449	Prime
2090	Smith River Bridge	CA PFH 112-1(3)	Fed Highways Administration Central Federal Lands Highway Div. 12300 W. Dakota Ave, Ste 360 Lakewood, CO 80228	Wendy Longley wendy.longley@dot.gov 720-963-3394	CM/GC project to Design and construct the South Fork Smith River Road Bridge.	May-15	Oct-16	\$10,000,000	\$10,000,000	CM/GC
2091	Rte 199 Gasquet Bridge	01-479404	Caltrans 6301 North State Street Ukiah, CA 95482	Karen Sanders, RE Karen.Sanders@dot.ca.gov 707-464-9157 Office 707-498-4009 Cell	Contract awarded in January 2014. Project is currently on hold by Caltrans due to environmental permitting issues that were not completed prior to contract award.	Mar-14	Jan-16	\$13,624,157	\$1,419,466	Prime
3153	Yesler Terrace Early Infrastructure	4584	Seattle Housing Authority 190 Queen Anne Avenue N Seattle, WA 98109	Lori Stehlik (206) 615-3478 lori.stehlik@seattlehousing.org	Project consists of 3 packages: --Early Infrastructure; installs new utilities and new/rebuilt city streets --Hill Climb; builds a stair case and bicycle ramp climbing 60' in elevation through a critical slope area --Site Demo and Rough Grading; removes existing home foundations and light infrastructure and regrades the sites for future development	Aug-14	May-16	\$12,029,000	\$12,029,000	Prime
3168	Route 5 Rio Hondo Bridge Emergency Project	07A3885	CALTRANS Division of Procurement and Contracts 1727 30th Street Sacramento, CA 95816-7006	Kevin Bui (562) 572-5983 kevin.bui@dot.ca.gov	Repair all fire damage sustained to Bridge 53-639 Rio Hondo.	Jul-15	May-16	\$3,000,000	\$3,000,000	Prime
3144	San Onofre to Pulgas Double Track Stage 1	5001515	SANDAG 401 B. Street, Suite 800 San Diego, CA 92101-4231	Steve Hoyle (760) 518-8715 SHO@sandag.org	The work consists in general of providing 4.2 miles of second main track between existing Control Point (CP) San Onofre and a New cross over at a new CP Don.	Jan-14	Jun-16	\$18,833,800	\$18,833,800	JV w/ H & H Engineering
3147	South Line Freight Improvement	5004301	SANDAG 401 B. Street, Suite 800 San Diego, CA 92101-4231	Steve Hoyle (760) 518-8715 SHO@sandag.org	The work consists,of improvements on the South Line (MTS Blue Line) in the City of Chula Vista between J Street and the Otay River Bridge. Proposed work includes construction of track infrastructure including rail and tie replacement, reconstruction of the highway grade crossing at L Street, installation of new special trackwork modifaitions to existing special trackwork.	Jan-14	Jun-16	\$18,345,678	\$18,345,678	JV w/ H & H Engineering
2087	Hwy 101 Willits Bypass	01-262004	Caltrans 6301 North State Street Ukiah, CA 95482	Geoffrey Wright (707) 496-4355 geoffrey.wright@dot.ca.gov	Hwy 101 Willits Bypass	Feb-13	Feb-17	\$107,968,215	\$172,902,457	Flatiron led JV with DeSilva FWI JV Portion \$68 Mil

Flatiron - Additional Completed Projects - Past 10 Years										
Flatiron Job #	Project Name	Contract #	Client	Reference	Description of Work	Start Date	Completion Date	Initial Contract Value	Final Contract Value	Prime/JV
3154	Route 5 Cockleburrr to SD County Line	11-406704	CALTRANS 4050 Taylor Street San Diego, CA 92110	Mohammed Khan (858) 720-2111 mohammed.khan@dot.ca.gov	PCC rehabilitation inculding PPCP, JPCP (RSC), and approach slabs.	Sep-14	Feb-17	\$33,410,524	\$37,386,825	Prime

# Tab 7

Flatiron - Current Projects									
Flatiron Job #	Project Name	Contract #	Client	Reference	Description of Work	Contract Award Date	Estimated Completion Date	Initial Contract Value	Prime/JV
2078	Presidio Parkway P3 Design-Build	04-1637U4	CALTRANS 111 Grand Avenue Oakland, CA 94612	Skip Sowko (510) 622 0814 skip.sowko@dot.ca.gov	P3 D/B Project: Eight new bridges, three cut and cover tunnels, roadway, detours, landscaping, earthwork, demolition, relocation and salvage of historic buildings	Jan-11	Sep-16	\$254,028,000	JV/Kiewit
2081	Calaveras Dam Replacement	WD-2551	SFPUC 1145 Market Street San Francisco, CA 94103	Dan Wade 415-554-1853 415-554-3289 dwade@sfgwater.org	The Dragados USA, Inc / Flatiron West, Inc. / Sukut Construction, Inc. Joint Venture was awarded this contract for the Calaveras Dam Replacement Project in the City of Sunol, County of Alameda, California to repair, replace, and seismically upgrade the aging pipelines, tunnels and reservoirs in the Hetch Hetchy Regional Water District. The construction of the new earthen dam included the excavation of over 4 million cubic yards out of the foundation and left/right abutments to set the core of the dam on a solid rock foundation; dam embankment consisting primarily of clay, sandstone, and hard rock materials generated from onsite borrow sites, and chimney drain rock imported from offsite quarries; new 20-foot diameter x 180-foot deep intake shaft and connection adit tunnel to connect the new shaft to the existing shaft and intake adits at three underground tunneling locations, and abandon the existing shaft; construction of prefabricated steel bridge over spillway was built offsite and then hoisted in place over concete foundations.	Aug-11	Sep-17	\$259,571,850	Dragados/ Flatiron/Sukut JV
2102	Embarcadero Bridge Replacement	G121810	City of Oakland 250 Frank H. Ogawa Plaza Oakland, CA 94612 510-238-7270	Nader Rabahat nrabahat@oaklandnet.com 510-238-6605	Replacement of the Embarcadero Bridge over the Lake Merritt Channel in downtown Oakland.	NTP Pending	May-17	\$16,399,527	Prime
2104	CA HSR Construction Package 2-3 (CP 2-3)	HSR- 13-57	California High Speed Rail Authority 770 L Street, Suite 1160 Sacramento, CA 95814 Phone 916-324-1541	Authority Authorized Representatives:  Jorge Granados, PE as Construction Manager	Major work elements include construction of at-grade, aerial and possible below grade sections of high-speed train alignment, construction of at-grade, aerial, and possible below grade sections of high speed train, relocation of existing BNSF tracks for approximately 5.5 miles, possible	Design Phase Jun 2015 to Jun 2016	Jun-20	\$1,365,335,890	Dragados/ Faltrion Joint Venture 50/50 Split
3116	Riverside Drive Viaduct Over Los Angeles River	E700002F & E700301F	City of Los Angeles 200 North Spring Street Los Angeles, CA 90015	Kiran Vohra (213) 485-4935 kiran.vohra@lacity.org	Reconstruction and realignment of Riverside Drive including new bridge construction.	Jul-11	Jun-17	\$38,895,057	Prime
3119	Route 5 Carmenita	07-2159C4	CALTRANS 100 Main Street Los Angeles, CA 90012	Peter Lee (562) 401-3333 ext. 228 peter.m.lee@dot.ca.gov	Widen and realign freeway with PCC and widen CIP PS concrete bridges.	Nov-11	Nov-17	\$86,565,398	Prime
3134	Route 5 Silverbow	07-215934	CALTRANS 100 Main Street Los Angeles, CA 90012	Sam Frempong (562) 345-9865 sam.frempong@dot.ca.gov	Widen and realign freeway and construction pedestrian overcrossing, overcrossing and undercrossing structures.	Nov-15	Aug-17	\$74,580,829	Prime
3138	Orangethorpe Avenue Railroad Grade Separation	C-2-1475	OCTA 550 Main Street Orange, CA 92863	Jay Gabrielson (714) 560-5981 jgabrielson@octa.net	Reconstruction of Orangethorpe Avenue to allow for railroad grade separation in the Cities of Anaheim and Placentia in Orange County, California. This project, which will elevate the four-lane Orangethorpe Avenue over the BNSF railway tracks to separate rail and roadway traffic - will eliminate traffic delays, result in greater driver/pedestrian safety, shorter emergency response times, allow for easier business access, and improve air and noise conditions. The scope of work included constructing four bridges including construction of a new single-span precast prestressed wide flange girder bridge approximately 295 feet in length and 110 feet wide; replacement of an existing bridge with a single span cast-in-place prestressed concrete box girder bridge approximately 167 feet long and varying widths of up to 86 feet wide; replacement of an existing bridge with a single span precast prestressed concrete girder bridge approximately 72 feet long and 110 wide; construction of a single span precast prestressed concrete voided slab bridge approximately 37 feet long and 20 feet wide; thirteen retaining walls – almost one linear mile – consisting of mechanically stabilized earthwork, cast-in-place reinforced concrete, and combination walls; laying down over one mile of reinforced concrete drain pipe; re-locating a 72-inch pipeline and connecting to the existing system; placing asphalt concrete and PCC pavement; and placing sewer pipe.	Jun-13	Apr-17	\$45,137,137	Prime
3148	Route 101 Goleta	05-0G0704	CALTRANS 50 Higuera Street San Luis Obispo, CA 93401	Michael Mortensen (805) michael.mortensen@dot.ca.gov	Widen freeway, ramps, bridges.	Feb-14	Jul-17	\$16,629,374	Prime
3149	Raymond Avenue Grade Separation	45890	City of Fullerton 303 West Commonthwealth Avenue Fullerton, CA 92832-1775	Yelena Voronel (714) 738-6852 yelenav@ci.fullerton.ca.us	Construction of grade separation to lower Raymond Avenue under the BNSF tracks and offset the Raymond Avenue centerline 10 feet to the west. Work includes street improvements, bridges, retaining walls, drainage, utilities signal and lighting.	Jul-14	Nov-17	\$46,416,872	Prime

Flatiron - Current Projects									
Flatiron Job #	Project Name	Contract #	Client	Reference	Description of Work	Contract Award Date	Estimated Completion Date	Initial Contract Value	Prime/JV
3150	I-15 / Base Line Road Interchange	C14162	SANBAG 1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410	Nabil Fraywat (951) 782-8010 nabil.fraywat@arcadis-us.com	Bridge work, retaining walls, earthwork, PCC paving, CIDH piling, electrical and utilities.	Aug-14	Apr-17	\$26,907,000	Prime
3152	San Vicente Road Improvement	1009592	County of San Diego 5500 Overland Avenue Suite 270 San Diego, CA 92123	Ted Kautzman (858) 805-1200 ted.kautzman@sdcounty.ca.gov	Realignment of San Vicente Road with utility undergrounding. Major work scopes are earthwork, waterline, box culverts, and AC Paving.	Sep-14	Dec-17	\$22,615,403	Prime
3155	Route 5 Avenida Vista Hermosa	12-0F96C4	CALTRANS 3337 Michelson Drive, Suite 380 Irvine, CA 95612	Steve Kinaly (949) 729-8800 steve.kinaly@dot.ca.gov	Add HOV lane in each direction for approx 1.5 miles; Construct 11 each retaining walls; and construct 1 bridge widening.	Sep-14	Dec-17	\$44,312,578	Prime
3156	SR 520 WABN Montlake to Evergreen Pt.	8625	Washington Department of Transportation 600 Stewart Street, Suite 520 Seattle, WA 98101	Brian Dobbins (206) 770-3518 DobbinsB@wsdot.wa.gov	Build 6000 LF bridge over water, North of the existing bridge. The new bridge connects Westbound traffic from the new 520 Floating bridge to land on the Seattle side of Lake Washington. The project also includes demolition of an old museum building, existing bridges and changes to the Montlake Blvd interchange.	Oct-14	Oct-17	\$199,537,371	Prime
3157	Route 138 Phelan	08-3401U4	CALTRANS 464 W. 4th Street San Bernardino, CA 92401	Elvira Lenart (951) 232-8949 elvira.lenart@dot.ca.gov	Widening highway, bridges and constructing retaining walls.	Feb-15	May-17	\$22,615,403	JV w/ Hardy & Harper
3160	I-5 North Coast Corridor	112T21CM	CALTRANS 4050 Taylor Street San Diego, CA 92110	Allan Kosup  allan.kosup@dot.ca.gov	Construction management and general contractor services for the design and construction on State Highway, Lossan Rail Corridor and San Elijo Lagoon in San Diego from Lomas Santa Fe Drive to State Route 78.	Jan-15	Dec-20	CMGC Contract - Up to \$700,000,000	JV w/ Skanska and Stacy and Witbeck
3162	Route 5 Genesee	11-0223U4	CALTRANS 4050 Taylor Street San Diego, CA 92110	Dave Pound (858) 829-5035 dave.pound@dot.ca.gov	Replace and widen bridge, reconstruct ramps and intersection.	Mar-15	Aug-18	\$60,930,519	Prime
3163	Route 210 Dunsmore to North Los Robles	07-2881U4	CALTRANS 100 Main Street Los Angeles, CA 90012	Sushil Chaudhari (213) 453-7555 sushilkumar.n.chaudhari@dot.ca.gov	Construct concrete pavement, precast concrete panels and slabs.	May-15	Nov-17	\$105,495,712	Prime
3164	Route 5 Avenida Pico	12-0F96A4	CALTRANS 3337 Michelson Drive, Suite 380 Irvine, CA 95612	Andrew Chuah (949) 279-8496 andrew.chuah@dot.ca.gov	Freeway widening and bridge reconstruction.	Feb-15	Nov-17	\$49,439,933	Prime
3166	Route 1 San Simeon	05-492804	Papich Construction Co., Inc. P.O. Box 2210 Pismo Beach, CA 93448	David Cruce (559) 213-3445 dcruce@papichconstruction.com	Bridge construction.	Apr-16	Apr-17	\$7,337,298	Subcontractor to Papich
3169	Route 11/125/905 Separation	11-288814	CALTRANS 4050 Taylor Street San Diego, CA 92110	Jared Corbitt (858) 220-3986 jared.corbitt@dot.ca.gov	Construct freeway to freeway connectors.	Oct-15	Apr-17	\$11,952,886	Prime
3170	Gilman Drive Realignment (CM/GC)	A4L-388-966049	UCSD Facilities Design and Construction 9500 Gilman Drive #0916 La Jolla, CA 92093-0916	Jessica Calixto (858) 534-1991 jcalixto@ucsd.edu	This project reconfigures and widens Gilman Drive from Via La Jolla north towards Voigt Drive and provides a new four-way signalized intersection to improve campus circulation and which will allow for the connection to the future Interstate 5(I-5)/ Gilman Bridge. Utilities through the planned Gilman Bridge, including domestic water, reclaimed water, electrical, and telecommunications distribution lines will be constructed in Gilman Drive and inside the bridges' box girders and connected to services on the west side of the bridge as part of this project.	Jan-16	May-17	\$13,016,027	Prime
2092/2093	OAB Design Build Contract	Main Contract	CCIG/ City of Oakland	Cliff Kunkel - Turner ckunkel@ttgfjv.com 510-267-8100	Design Build at Former Oakland Army Base.	Nov-13	Nov-17	\$150,000,000	Turner/Goodfell ow Top Grade /Flatiron DB JV
3175	Eastern Gateway Pumbaa Garage Project	1298-2-02-450	Bomel Construction Company, Inc. 8195 E. Kaiser Blvd., Anaheim, CA 92808	Jennifer Coppen (714) 921-1660 jcoppens@bomelconstruction.com	Construction of bridge at the Pumbaa Garage.	Dec-16	Dec-17	\$14,763,400	Subcontractor to Bomel
3176	South Bay BRT Segment 2	5007009	SANDAG 401 B Street, Suite 800 San Diego, CA 92101-4231	Steve Hoyle (760) 518-8715 SHO@sandag.org	Construction of dedicated bus Rapid Transit guideway.	Sep-16	Jul-18	\$19,868,545	Prime
3178	Consolidated Demolition and Utility Improvements at Plant No. 2	P2-110	Orange County Sanitation District 10844 Ellis Avenue Fountain Valley, CA 92708	Jay Kaura (714) 593-7725 jkaura@ocsd.com	Demo existing specific facilities, utilities, structures, construction trailers, and tunnels; reroute existing utilities; construct new oil dock; install new air compressor; asphalt paving.	Feb-17	Jul-19	\$16,730,000	Prime
3180	Willow Street Bridge Replacement	STL261	City of Chula Vista Department of Public Works Engineering 276 Fourth Avenue Chula Vista, CA 91910	Paul Oberbauer (619) 691-5247 poberbauer@chulavista.gov	Work to be done consists of improvements on Willow Street from Bonita Road to Valley Vista Road and approximately 800 ft, along the easterly segment of Sweetwater Road.	Feb-17	Dec-18	\$15,186,666	Prime

# Tab 8



Bidder's Experience - Water Projects

Water Projects Submitted at Time of Bid (Project Information Attachment)								
Project Name	Owner	Location	Contract Price	Construction Time	Date of Substantial Completion	Contract Acceptance*	Owner Representative Contact Information	Description of Project
Leo J Vander LansWater Treatment Facility Expansion project	Water Replenishment District of Southern California	Long Beach, CA	\$32,748,000	550 Calendar Days	Nov-14	Nov-14	Paul Fu 4040 Paramount Blvd. Lakewood, CA 90712 Tel 562-275-4251	The Leo J. Vander Lans Advanced Water Treatment Facility in Long Beach, Calif., received the effluent from the Long Beach Water Reclamation Plant, after a first round of treatment. At this plant, water is further treated through advanced microfiltration and reverse osmosis, resulting in a near-distilled quality. The plant currently produces 3 million gallons of treated water per day. Flatiron expanded the facility, to 8 million gallons per day and reduced the area's dependence on imported water. Work included construction and installation of new water treatment systems, including microfiltration, reverse osmosis, ultraviolet disinfection with advance oxidation, dissolved air flotation, chemical systems, piping, pump stations, site work, structural, electrical, instrumentation and all associated work. The expansion improves the plant's efficiency and reduces operations and maintenance costs.
Santaquin Water Reclamation Facility	Santaquin Water Reclamation District	Santaquin, Utah	\$14,951,220	490 Calendar Days	Nov-13	Nov-13	Benjamin Reeves 275 West Main Street Santaquin, UT 84655 Tel 801-754-3211	The Santaquin Water Reclamation Facility in Santaquin, Utah, represents the culmination of over six years of community planning and public outreach. This revolutionary facility is the first of its kind in Utah that will store and reuse 100 percent of its treated water for a residential secondary irrigation system, with no discharge to nearby lakes. The use of reclaimed water for irrigation purposes allows the city to conserve higher quality groundwater for drinking, while establishing a model for sustainable water resource development in Utah and the Intermountain West. The facility is capable of processing over one million gallons of water per day. The process begins in the headworks building, where wastewater is screened to remove coarse materials like trash or large grit. Next, wastewater is distributed into biological basins, a process where specific bacteria is grown to degrade contaminants. Following biological treatment, the effluent is separated from this bacteria using membrane filtration. The filtered water then flows to the UV disinfection system for further treatment, where disinfection occurs through the inactivation of waterborne pathogens. The final stage is the reclaimed water pump station, where disinfected effluent is pumped to existing large storage reservoirs near the lagoon site. From here, the Type I reclaimed water is pumped into the City's pressure irrigation system. The headworks building is fully odor controlled, with contaminated air exhausted to an adjacent biofilter for treatment. The biological basins and membrane filtration capacities were constructed with special features to allow for easy expansion as the City grows, including a third treatment train temporarily used for sludge storage and empty tanks with room for added membrane filtration modules. In the unlikely event that the reclaimed water does not meet Type I water quality criteria, a valve located between the UV disinfection system and the reclaimed water pump station automatically closes and diverts flow to an on-site temporary storage pond. Flatiron also oversaw the construction of 7,200 feet of new trunk line, as well as numerous tie-ins.
Southwest Groundwater Treatment Plant	Jordan Valley Water Conservancy District	West Jordan, Utah	\$23,665,433	730 Calendar Days	Nov-11	May-12	David McLean 8215 South 1300 West West Jordan, UT 84088 Tel 801-565-4300	Flatiron constructed a new groundwater treatment plant in West Jordan, Utah, a suburb of Salt Lake City, next to the Jordan River. The state-of-the art water treatment facility will remove contamination from a local aquifer and produce 8,235 acre-feet per year of treated water using reverse osmosis, a thorough method of water purification that reduces the levels of total dissolved solids and chemical impurities by using pressure to force water through a semi-permeable membrane. The municipal plant will consist of a 38,000 square-foot process building, three reverse osmosis trains and one bypass train utilizing ultraviolet light disinfection technology. The construction of separate treatment trains is necessary to incorporate deep and shallow groundwater wells, supply wells, pipelines, a byproduct disposal system and associated facilities. Flatiron is also installing a new 1,400-foot-long pipe system to bring contaminated water to the plant and return purified water back to the local clean water system. The plant's by-product, a heavy-brine waste stream, will be piped to a 22-mile line to the Great Salt Lake. When the reverse osmosis treatment plant is complete, the Jordan Valley Water Conservancy District anticipates future expansion to increase the plant's capabilities from 7 million gallons per day to 14 million gallons per day.

Bidder's Experience - Water Projects

Project Name	Owner	Location	Contract Price	Construction Time	Date of Substantial Completion	Contract Acceptance*	Owner Representative Contact Information	Description of Project
Lenihan Dam Outlet Modifications	Santa Clara Valley Water District	Los Gatos, CA	\$39,000,000	750 Calendar Days	Sep-09	May-10	Capital Program Unit Manager Beth Redmond 5750 Almaden Expressway San Jose, CA 95118 Tel 408-630-2682	At the foot of the Santa Cruz Mountains, Flatiron replaced the deteriorating outlet structure for the 50-year-old Lenihan Dam - a 1,000-foot-long earthen barrier holding water stored at the Lexington Reservoir in Los Gatos, Calif. The project was a seismic upgrade for the existing outfall pipe, a 50-inch steel pipe that was restricted to a maximum outlet of 70 percent capacity. Alternatively, the new 54-inch pipeline allows maximum outflow of the reservoir in the event the reservoir needs to be lowered to prevent the failure of the dam during an earthquake. Flatiron constructed a new 2,000-foot-long outlet structure that is approximately 14 feet wide by 13 feet tall through Saint Joseph Hill. The tunnel begins near the existing outfall pipe, terminates on the reservoir side of the dam and connects to a new 15-foot-diameter intake facility by way of a 35-foot vertical shaft. Originally, the shaft required excavation and grout around its base, which was very time consuming and costly. Flatiron proposed an innovative water-tight pile secant wall for the shaft excavation that allowed us to build quickly, reduce cost and decrease environmental disturbances by keeping grout from entering the reservoir. The value engineering solution additionally improved water-tightness around the shaft. The new outfall building has three sets of valves to control the discharges into Los Gatos Creek. The new intake structure consists of 450 feet of 54-inch welded steel pipe, with four 42-inch intake gates and a new building to house the hydraulic control unit and various monitoring equipment. A road header was used to bore through soft material and explosives were used to fracture the harder rock. After excavating the material, Flatiron utilized an arched traveling form to pour 60-foot-long sections of the tunnel. Ventilation and low-flow pipes were then hung from the tunnel ceiling and a 5-foot welded steel outtake pipe was installed, held in place by permanent cast-in-place supports. During construction, Flatiron created a detour for the highly used Los Gatos trail to ensure safe public recreation. The project was completed nine days ahead of schedule and \$1.4 million under budget.
Rahway Valley Sewerage Authority: Contract 155  (Project # 2)	Rahway Valley Sewerage Authority	Rahway, NJ	\$138,965,112	1450 Calendar Days	Feb-09	Feb-09	Robert V. Valent 1050 East Hazelwood Avenue Rahway, NJ 07065 - Tel 732-388-0868	E.E. Cruz (a Flatiron subsidiary) expanded Rahway Valley Sewerage Authority Wastewater Treatment Plant's sewage capacity from 63MGD to 105 MGD and upgraded and replaced the plant's outdated systems. The temporary SOE systems on the project included the installation of sheet piling and soldier piles, steel wales and struts, and tiebacks. The construction consisted of major upgrades to the primary, secondary, and tertiary treatment facilities. Upgrades to these facilities consisted of the construction of a new headworks facility, construction of a new primary settling tank, upgrades to the aeration system, construction of new final settling tanks, construction of a new effluent sand filter facility, construction of a new UV disinfection chamber, construction of a new effluent pump station, and the construction of a new cascade aeration station. In addition, E.E. Cruz was also responsible for constructing a new rotary drum building. Within the new facilities a significant amount of misc metals work of which included the installation of new hand rails. All work was performed while maintaining plant operations.
Flushing Bay CSO: Contract 4-4G  (Project # 3)	New York City Department of Environmental Protection	Queens, NY	\$133,737,200	2450 Calendar Days	Nov-08	Nov-08	Mike Borsykowsky 59-17 Junction Blvd. Flushing, NY 11373 Tel 718-595-5921	E.E. Cruz (a Flatiron subsidiary) was responsible for the second phase of a two phase program to construct the Flushing Bay Combined Sewer Overflow Retention Facility. The project involved mass excavation of contaminated material, construction of a deep soil mix earth support system, dewatering, site utility work, pipe piles, and the installation of steel sheet piling, reinforced concrete, and structural steel. The project required extensive mechanical work which included the installation of nine tide gates, two belt conveyor systems, five three story mechanical bar screens, a storage cell flushing and cleaning system, chemical and air treatment systems, and interconnection piping. In addition, E.E. Cruz constructed a 40,000 square foot structural steel building with a brick façade, a 25,000 square foot recreational facility, and an 11,000 square foot maintenance facility for the NYC Department of Parks and Recreation.

Bidder's Experience - Water Projects

Water Projects - Ongoing									
Project Name	Owner	Location	Contract Price	Contract Value Billed to 11/30/2016	Construction Time	Date of Substantial Completion	Current % Complete	Owner Representative Contact Information	Description of Project
Calaveras Dam Replacement	San Francisco Public Utilities Commission	Sunol, CA	\$552,000,000	\$425,136,933	2280 calendar days *Pending additional work to be added by Owner, extending the project an additional 6 months.	Nov-18	68%	Regional PM Dan Wade Tel 415-554-1853 or Alan Johanson Tel 415-218-2023	The San Francisco Public Utilities Commission awarded a \$259 million contract to the joint venture of Dragados USA, Flatiron and Sukut Construction for the Calaveras Dam Replacement in Sunol, Calif. The project will replace the original dam, built in 1925, with a new 210-foot-high earth and rock fill dam designed to accommodate earthquakes on the Calaveras Fault. The project also includes construction of a new 1,550-foot-long spillway utilizing 40,000-cubic-yards of concrete, construction of a new intake/outlet tower consisting of a 20-foot-diameter by 163-foot-deep vertical shaft and three new tunnels to convey water to and from the reservoir and a direct tie-in pipeline to the Sunol Regional Water Treatment Plant. The new dam will be constructed next to the existing dam, which will be left in place and submerged underwater when the project is complete. Approximately seven million cubic yards of material will be excavated to construct the new dam. Major construction is anticipated to be complete in 2018. The Calaveras Dam is part of the Hetch Hetchy Regional Water System that provides drinking water to 2.5 million people in Alameda, Santa Clara, San Mateo and San Francisco counties. Since 2001, after Calaveras Dam was deemed seismically unsafe by the California Division of Safety of Dams, water levels in the reservoir have remained at 40 percent of full capacity. The project will allow the water levels back to the historic capacity of 31 billion gallons. The replacement project is part of the SFPUC's \$4.6 billion Water System Improvement Program to repair, replace, and seismically upgrade the aging pipelines, tunnels and reservoirs in the Hetch Hetchy Regional Water System. Flatiron has a 30 percent share in this joint venture. Joint venture partner Dragados USA has a 40 percent share, and Sukut Construction has a 30 percent share. The current cotract value with owner change orders is \$552 Million.
ECHO Water Program NST Project (Nitrifying Sidestream Treatment)	Sacramento County Regional Sanitation District	Elk Grove, CA	\$40,348,630	\$12,633,000	1096 calendar days	Jan-19	30%	Ron Perkins Tel 916-875-1202	The project consists of construction of a treatment facility to nitrify the ammonia-rich Solids Storage Basin (SSB) Supernatant (SN) to reduce the effluent ammonia load and produce nitrate-rich effluent to be applied for odor control in the interceptor system upstream of the SRWTP, as well as at various locations within the plant. It will also reduce the amount and variability of the ammonia load on the biological nutrient removal (BNR) system. The facility will be located east of SSB Battery I and will use nitrifying sequencing batch reactors (NSBRs). A Flow Diversion Structure will intercept the SN flow and divert it to the new treatment system. An Influent Pumping Station will lift flow to the downstream treatment processes. A Fine Screening Facility will remove debris from the SN ahead of the biological treatment system. The NSBRs will oxidize the ammonia in the SN and convert it to nitrate. Flow from the NSBRs will be collected in an Equalization Basin. An Effluent Pumping Station will deliver the nitrate rich effluent to points upstream in the interceptor system at the primary effluent diversion structure, and at other locations within the SRWTP. In order to ensure adequate alkalinity for the biological treatment process at the NSBRs, a Lime Storage and Feed Facility will also be constructed.
Ruskin Dam Powerhouse Upgrade	BC Hydro	Ruskin, British Columbia Canada	\$139,000,000	\$111,443,807	1900 calendar days	Mar-18	80%	Owners Project Manager Boyd Mason Tel 604-528-2838	The Ruskin Dam and Powerhouse, located 60 kilometers east of Vancouver on the Stave River, has provided power to British Columbia since the 1930s. BC Hydro is commissioning a series of contracts to upgrade the dam, powerhouse, and associated structures - work that began in 2012 and will continue through 2018. BC Hydro awarded Contract A to a joint venture team led by Flatiron. Work for this contract includes seismically upgrading the dam and the powerhouse by constructing new piers, installing new spillway gates, constructing a two-lane bridge and powerhouse superstructure upgrade, and installing a new powerhouse crane and elevator. The project requires close coordination with the plant operators - the existing facility must remain online and active during construction. Additionally, the area is used for recreation and is surrounded by environmentally sensitive lands. Flatiron will follow a comprehensive environmental management plan to ensure environmental protection. Upon completion of the upgrades, the facility will be able to withstand a 10,000-year earthquake. The upgraded facility will provide power to 33,000 homes.

Bidder's Experience - Water Projects

Project Name	Owner	Location	Contract Price	Contract Value Billed to 11/30/2016	Construction Time	Date of Substantial Completion	Current % Complete	Owner Representative Contact Information	Description of Project
Ruskin Dam and Powerhouse Completion	BC Hydro	Ruskin, British Columbia Canada	\$70,435,623	\$56,369,496	915 calendar days	Nov-17	80%	Owners Project Manager Boyd Mason Tel 604-528-2838	The Ruskin Dam and Powerhouse, located 60 kilometers east of Vancouver on the Stave River, has provided power to British Columbia since the 1930s. BC Hydro is commissioning a series of contracts to upgrade the dam, powerhouse, and associated structures - work that began in 2012 and will continue through 2018. BC Hydro awarded Contract B to a joint venture team led by Flatiron. Work for this contract includes includes refurbishing the dam's three generating units. Crews are conducting repairs and replacing a section of the penstock. They will also install a new intake gate systems powered by a new hydraulic unit. The aging dam still has most of the original controls and systems from the 1930s, so crews will also replace mechanical and electrical systems.
Division Z - Poplar Point Pumping Station Replacement & Main Outfall Sewers Diversion	DC Water & Sewer Authority	Washington, DC	\$53,452,275	\$24,378,708	850 calendar days	Apr-17	72%	Gary Brennan Tel 717-414-0634	The Poplar Point (Division Z) project is one piece of the ongoing DC CSO (Clean Rivers) Project. Division Z work includes construction of a new sewage pumping station (to replace the existing Poplar Point station that was constructed in the early 1900's), microtunnel diversion sewer, sewer overflow chamber, main outfall sewer diversion chamber, force main discharge connection chamber and a new microtunnel gravity sewer to serve the adjacent community.

Bidder's Experience - Water Projects

Water Projects - Completed								
Project Name	Owner	Location	Contract Price	Final Contract Price	Construction Time	Date of Substantial Completion	Owner Representative Contact Information	Description of Project
West Conveyance Pipeline Phase 1	Mojave Water Agency	Hesperia, CA	\$7,804,914	\$8,418,173	875 calendar days	Dec-12	Lorrie Steely Tel (760) 946-7020	Construction of the west conveyance pipeline for Phase 1 of the Regional Recharge and Recovery Project Modifications (R3) project in the City of Hesperia, California. The R3 project used in conjunction with the Oro Grande Project will allow the Mojave Water Agency to conjunctively manage the Upper Mojave River Groundwater Basin with the R3 project allowing recharging and extraction of up to 40,000 acre-feet per year. This portion of the work consisted of constructing approximately 6.8 miles of 18-inch to 42-inch cement-mortar lined and coated steel pipe water main and appurtenances, valving, cathodic protection, repaving, and restorative work. The piping was constructed under open field and rural city streets, and the piping was bored under Highway 395, Interstate 15, and BNSF railway.
Rock Springs Turnout Pipeline	Mojave Water Agency	Victorville, CA	\$2,999,781	\$3,042,052	320 calendar days	Feb-12	Lorrie Steely Tel (760) 946-7020	Rock Springs Turnout pipeline project in Victorville, California. This was a component of the R3 overall project which will allow the Mojave Water Agency to conjunctively manage the Upper Mojave River Groundwater Basin with the R3 project allowing recharging and extraction of up to 40,000 acre-feet per year. The South of Rock Springs Pipeline will be within the 100-year floodplain and connect with the Rocks Springs Turnoff on the existing Morongo Basin Pipeline located within the FEMA Floodplain. The scope of work included installing approximately 9,000 linear feet of welded steel pipe ranging in size from 26-inches to 48-inches in diameter, pressure reducing valve assemblies, and flow meters. Other work included site work for a future turbine, pipeline video inspection, mainline utility cross, and ancillary electrical work.
Warnerville and Meadowmere Sewer and Pumping Station: Contract PS216G	New York City Department of Environmental Protection	Queens, NY	\$36,679,964	\$37,049,072	760 calendar days	Feb-11	Dan Nunez Tel (973) 961-6954	E.E. Cruz (a Flatiron subsidiary) construction the project which was designed to provide sanitary sewers for homes and businesses in two adjacent communities in Queens, New York. Construction of the sewers included the use of traditional cut-and-cover techniques with sewers supported by helical piles and concrete cradles. In order to install the sewers, a well point dewatering system needed to be put in place. In addition, 2000 linear feet of 12 inch poly-crete pipe was installed by utilizing microtunneling technology along two very busy roadways, Rochaway and Brookville Boulevard. Extensive maintenance and protection of traffic was required to protect pedestrians and workers during construction. To connect this new sewer system to an existing system, approximately 2700 linear feet of dual 8 inch HDPE force main was installed by horizontal directional drilling. This work was performed within a tight space due to the tidal wetlands on both sides of the work area. E.E. Cruz was also responsible for construction a new unmanned pumping station in order to feed the dual force main. Construction of the 30 foot deep pumping station required the installation of a cofferdam composed of a jet grout cut-off plug and installation of 30 micropiles. Above the pump station a new electrical building was constructed to house the power and automated controls for the pumping station.



Bidder's Experience - Water Projects

Project Name	Owner	Location	Contract Price	Final Contract Price	Construction Time	Date of Substantial Completion	Owner Representative Contact Information	Description of Project
Jordanelle Hydroelectric Dam	Central Utah Water Conservancy District	Heber, Utah	\$8,100,000	\$10,300,000		Jul-08	General Manager & Chief Engineer David Pitcher Tel 801-226-7100	This project consists of a cast-in-place reinforced concrete powerhouse building with welded steel penstock, rip rapped tailrace channel, and other site improvements, constructed adjacent to the existing Outlet Works Control Structure at the base of Jordanelle Dam, near Heber City, Utah. The approximate plan dimensions of the powerhouse are 105 feet by 55 feet, with an appurtenant 75-foot by 25-foot at-grade control room. The project also includes the installation of Owner-furnished main power, transformer and turbine-generator equipment, along with certain services of manufacturers representatives during installation, testing and startup. The turbine-generator equipment includes two horizontal Francis-type hydraulic turbines, 12.47kV synchronous generators, hydraulic power and control units, 66-inch turbine inlet valves, and a plant control system. The penstock was connected to the dam's existing outlet conduit and consists of about 150 feet of 84-inch pipe, and 84-inch by 66-inch symmetrical bifurcation, about 100 total feet of 66-inch turbine branch piping, and various transition sections. Other major powerhouse features include a control room, battery room, 25-ton bridge crane, tailbay gates with monorail crane, standby engine-generator, switchgear, and various mechanical and electrical systems. The work also included excavation, dewatering, a secant pile wall dewatering cutoff, and the testing and startup of the completed facility. The work included maintaining operation of the Jordanelle Dam outlet works during the period of construction. The tailbay area is a hydraulic structure.
Genesee Dam & Reservoir No 2	Genesee Water District	Kittredge, CO	\$6,000,000	\$6,000,000	515 calendar days	Nov-07	Scott Jones Tel 303-278-9780	The Genesee Dam No. 2 is a roller compacted concrete dam comprised of 34,500 cubic yards of concrete and standing 102 feet tall. The project included an outlet structure, blasting quarry and an RCC processing plant. The RCC did not require the testing of slumps and breaks, but instead required density testing in order to determine the integrity of the material. The RCC was placed in one-foot lifts directly onto the dam. A bulldozer spread and leveled the RCC, and a sensor notified the operator once the layer was level. Once level, the surface was ready for another batch of material. RCC cures quickly, so once it was leveled and compacted, the next lift was poured almost immediately. The Genesee Dam No. 2 holds water pumped from Bear Creek for later use as drinking water. The new dam holds approximately one hundred acre feet of water – about 32 million gallons. The project weathered two major storms that dumped 50 inches of snow, and winter temperatures stayed below 10 degrees for many days, posing challenges to RCC production and placement. The team placed 40 lifts in just 21 days to complete the project on schedule. Flatiron managed this joint venture team.
Point of the Mountain Water Treatment Plant	Metropolitan Water District of Salt Lake and Sandy	Cottonwood Heights, UT	\$79,300,000	\$79,300,000	1095 calendar days	Aug-07	Wayne Windsor Tel 801-942-1391	This Treatment Plant, now completed, is one of the most modern in the state. It was built to accommodate 71 MG per day but has expansion capabilities to 151 MG per day. Construction consisted of an enhanced treatment plant with flocculation, ozonation, UV disinfection, chemical building, operations building, solids settling basins, and a complex distribution system. Self-performed work included the placement of 114” mortar lined welded steel pipe, up to 60” stainless steel piping, complex chemical building, motorized valves, various pumps, flocculators, filters, boiler heating system, 3-2 megawatt emergency generators, in line UV reactors, ozone generators, 48” sleeve valves, liquid oxygen system, instrumentation systems, and all civil and mechanical piping, sitework, electrical, and other related work. Instrumentation systems included tying Profibus and Devicenet into the Scada System. This project includes (6) six vertical turbine pumps with each pump rated at 2000 hp; for a combined total horsepower of 12,000 hp. This is one of the largest hydraulic basin retaining treatment plant structures in Utah. Over 70,000 cubic yards of concrete were poured on the project. The concrete also has one of the highest reinforcement quantities for a plant this size. The reinforcement is over an average of 333 lbs. per CY of concrete, totaling 11,655 tons of reinforcement. We used multiple concrete gang form systems to form walls that were up to 30 feet tall and included suspended decks, radius corners, thickened slabs, water channels, inbeds for equipment and roof structure. The concrete finishes are an ACI Class A finish and hydraulic retention is currently at 100%. Due to the complex nature of the project, we held daily project coordination meetings with all subcontractors and foremen on the jobsite. We also were maintaining OCIP safety standards and training during all aspects of the work being performed. Our team worked closely with the engineers and owners to maintain the utmost quality of the complicated systems being installed.

# Tab 9

### Part III – Qualifications and Project Experience

Flatiron West, Inc. is the heavy civil construction group which operates in Northern and Southern California under Flatiron Construction Corporation with offices in Benicia, San Marcos and Chino California.

E.E. Cruz & Company, a Flatiron subsidiary, is the heavy civil construction group which operates on the East Coast under Flatiron Construction Corporation as well.

Flatiron Construction Corp. is owned and operated by HOCHTIEF Construction AG which also owns and operates numerous construction and engineering firms worldwide. In an effort to meet all of the listed experience requirements for the BNR Request for Prequalification, Flatiron will be submitting under our local based contracting firm (Flatiron West, Inc.) which is located in Benicia, CA and is the California Licensed Engineering Contractor for the Flatiron Construction Corp. Companies.

Flatiron Construction Corp. companies under HOCHTIEF Construction AG have built numerous water, wastewater, and pump station projects throughout the United States. Three of these projects which have been completed within the last 15 years with a project value greater than \$100,000,000 meeting the pre-qualification requirements are listed below.

- 1) **Rahway Valley Sewerage Authority Contract 155** which was completed in Feb. 2009 at a contract value of \$138,965,112 in Rahway, New Jersey.  
*(July 2015 value is \$163,458,669 based on ENR 20-City Construction Cost Index)*
- 2) **Flushing Bay CSO Contract 4-4G** which was completed in Nov. 2008 at a contract value of \$133,737,200 in Queens, New York  
*(July 2015 value is \$156,047,462 based on ENR 20-City Construction Cost Index)*
- 3) **Flushing Bay CSO Contract 4-3** which was completed in Sept. 2001 at a contract value of \$115,054,915 in Queens, New York  
*(July 2015 value is \$180,692,564 based on ENR 20-City Construction Cost Index)*

Worldwide under Thiess, which is part of the CIMIC Group of HOCHTIEF Construction AG, has constructed various large scale water and wastewater projects such as:

- Wonthaggi, VIC Australia Desalination Project.  
Thiess was part of the AquaSure Consortium which was responsible for design, build, and operating the \$3.5 Billion public-private partnership that constructed the largest desalination plant in Australia and one of the largest Reverse Osmosis Plants in the world that was commissioned in 2012.
- Perth, Western Australia wastewater treatment plant upgrades.  
Thiess was part of the W2W (Water 2 Water) Alliance to upgrade 3 of Perth's wastewater plants for \$352,000,000.



Similar types of projects that deal with water conveyance, pumping, I&C designed and/or constructed by HOCHTIEF within the last several years include:

- **La Confluencia Hydroelectric Plant:**

This run-of-river hydroelectric power station Southeast of Santiago de Chile included cast-in-place concrete, installation of turbines/generators, tunneling and connection to the system grid. This project was completed in 2010 with a contract value of EUR 185 Million.

- **Anthracite Coal Power Plant Walsum, Unit 10:**

This coal-fired power plant is located in Duisburg Germany for Hitachi Power Europe. This project was completed in 2009 with a contract value of EUR 100 Million.

- **Cheves Hydropower Plant:**

The Cheves hydroelectric power station located in Peruvian Andes is a 160-megawatt plant which was completed in 2013 with a contract value of EUR 187 Million.

A side from the large scale Water Infrastructure and similar projects listed above, Flatiron and its Subsidiary companies are actively pursuing and have constructed similar type Water Infrastructure projects varying in size and complexity throughout the United States.

The following is a list and size of these Water Infrastructure Projects completed and under construction within the last several years.

- **Leo J Vander Lans Advanced Water Treatment Facility Expansion**

Location: Long Beach, CA  
Value: \$32,000,000  
Completed: 2014  
Treatment: Microfiltration, RO, UV, DAFT

- **Santaquin Water Reclamation Facility**

Location: Santaquin, Utah  
Value: \$14,951,220  
Completed: 2013  
Treatment: BNR, MBR, UV

- **Southwest Groundwater Treatment Plant**

Location: West Jordan, Utah  
Value: \$24,000,000  
Completed: 2011  
Treatment: RO, UV

- Genesee Dam & Reservoir No.2  
Location: Kittredge, CO  
Value: \$6,000,000  
Completed: 2011  
Treatment: Storage/Distribution
  
- Lenihan Dam Outlet Modifications  
Location: Los Gatos, CA  
Value: \$39,000,000  
Completed: 2009  
Treatment: Storage/Distribution
  
- Calaveras Dam Replacement  
Location: Sunol, CA  
Value: \$507,000,000  
Under Construction-Completion Fall 2018  
Treatment: Storage/Distribution

To meet the project experience requirements for this prequalification submittal in PART III, 39-A Contractor Experience items A thru J, we submit the following three projects which have been completed in the U.S. under our subsidiary company name on the East Coast, E.E. Cruz. All three of these projects meet the project value criteria of \$100 million or more within the last 15 years and greater than \$150,000,000 in July 2015 dollars. Please see the attached detailed project information for:

- **Project 1 – Rahway Valley Sewerage Authority Contract 155**
  
- **Project 2 – Flushing Bay CSO, Contract 4-3**
  
- **Project 3 – Flushing Bay CSO, Contract 4-4G**



---

Henry Tolp, Vice President

**Project # 1 – Rahway Valley Sewerage Authority, Contract 155**

- a. Project name: **Rahway Valley Sewerage Authority, Contract 155**
- b. Firm's role and percent of work performed: EE Cruz, a Flatiron Subsidiary was the prime contractor and self-performed 64% of this contract.
- c. Project location: Rahway, New Jersey
- d. Project description: **See attached detailed project sheet directly behind this page.**
- e. Name, address and phone number of the project owner:  
Rahway Valley Sewerage Authority (RVSA)  
1030 East Hazelwood Ave  
Rahway, New Jersey 07065  
Owner Contact: Robert Valent, Superintendent for RVSA or John Buonocore  
Phone 732-388-0868
- f. Name, address and phone number of the design engineer:  
PS&S/CDM/Metcalf & Eddy  
Contacts: James Wancho / Ken Smith / Gary Hunt  
Phones: 732-584-0371 / 516-496-8400 / 215-399-4377
- g. Name, address and phone number of the construction manager:  
CCMS  
1670 NJ-34  
Wall Township, New Jersey 07727  
Contact: David Coats or Lino DeAlmedia  
Phone: 732-598-4236 or 732-303-1997
- h. Contract amount (U.S. dollars): Feb 2005 Bid amount was \$137,137,000  
Feb 2009 Final Amount \$138,965,112 (including change orders)  
**August 2015 ENR 20 City Construction Cost Index Value: \$163,554,506**
- i. Number and amount of change orders: 5 Change orders in the amount of \$1,828,112 reflected 12 months of owner granted time extension to complete owner directed change orders.
- j. Project start date: Feb. 2005  
original contract completion date: Sept. 2008  
extended contract completion date: Feb. 2009  
actual completion date: Feb 2009



*Build the Best. Be the Best.*



**EECRUZ** CO. INC.  
CONTRACTORS / ENGINEERS

## Rahway Valley Sewerage Authority Contract 155

A HOCHTIEF Company

### Owner

Rahway Valley Sewerage Authority

### Location

Rahway, New Jersey

### Bid Value

\$137,137,000

### Market

Water/Wastewater

### Start - Completion Dates

02/2005 – 02/2009

- Pumping station construction
- Plant operation maintenance during construction
- Mass excavation
- Installation of sensitive equipment
- Installation of speciality equipment for primary, secondary and tertiary water treatment engineering for owner savings
- Modifications and retrofitting of existing treatment systems

## Project # 1 – Detailed Description

The Rahway Valley Sewerage Authority Wastewater Treatment Plant's sewage capacity was expanded from 63MGD to 105 MGD and upgraded and replaced the plant's outdated systems. All work was performed while maintaining plant operations by utilizing temporary SOE systems which included the installation of sheet piling and soldier piles, steel wales and struts, and tiebacks.

Construction consisted of major upgrades to the primary, secondary, and tertiary treatment facilities. Upgrades to these facilities consisted of the construction of a new headworks facility, construction of a new primary settling tank, upgrades to the aeration system, construction of new final settling tanks, construction of a new effluent sand filter facility, construction of a new UV disinfection chamber, construction of a new effluent pump station, and the construction of a new cascade aeration station. The project also included construction of a new rotary drum building.

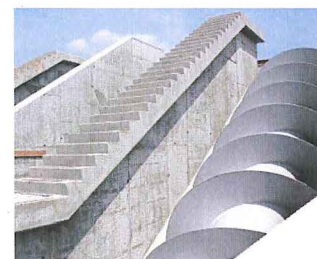
### Additional project elements:

- Installation of sheet piles, wales, and struts
- Construction of concrete caissons
- Construction of tie-back temporary walls
- Pile Installation
- Installation of over 110 pumps ranging from 5-700 HP
- Structural steel installation
- Miscellaneous architectural finish work
- Installation of UV disinfection treatment system
- Implementation of value engineering for owner savings
- Installation of odor control system
- Implementation of plant control and operation system
- Operation of plant and training of owners personnel

### Company Role

E.E. Cruz, a Flatiron subsidiary, was the primary contractor on this project.

**Owner Contact Info:** Robert Valent, Superintendent for Rahway Valley Sewerage Authority  
1030 East Hazelwood Ave., Rahway, New Jersey 07065  
Phone: 732-388-0868 Ext. 221



**Project # 2 – Flushing Bay CSO - Contract 4-3**

- a. Project name: **Flushing Bay CSO - Contract 4-3**
- b. Firm's role and percent of work performed: EE Cruz, a Flatiron Subsidiary was a Joint Venture partner with Frontier Kemper on this project. EE Cruz self-performed 53% of this project.
- c. Project location: Queens, New York
- d. Project description: **See attached detailed project sheet directly behind this page.**
- e. Name, address and phone number of the project owner:  
New York City Department of Environmental Protection  
59-17 Junction Boulevard, 13<sup>th</sup> Floor  
Flushing, New York 11373  
Owner Contact: Louis Huang  
Phone: 718-595-6576
- f. Name, address and phone number of the design engineer:  
Was URS (now part of AECOM)  
One Penn Plaza, Suite 600  
New York, New York 10119-0698  
Phone: 212-736-4444
- g. Name, address and phone number of the construction manager:  
Malcolm Pirnie was the CM Firm. They were purchased by Arcadis in June 2013  
44 South Broadway, 15<sup>th</sup> Floor  
White Plains, New York 10601  
Contact: John O'Sullivan  
Phone: 914-498-6233
- h. Contract amount (U.S. dollars): Apr 1997 Bid amount was \$113,200,000  
Sept 2001 Final Amount \$115,054,915 (including change orders)  
**August 2015 ENR 20 City Construction Cost Index Value: \$ 180,692,564**
- i. Number and amount of change orders: change orders in the amount of \$1,854,915 granted extension of time based on additional excusable delays that were directly related to additional scope of work changes on the project by owner directed change orders.
- j. Project start date: April 1997  
original contract completion date: Oct 1999  
extended contract completion date: Sept 2001  
actual completion date: Sept 2001



*Build the Best. Be the Best.*



**E.E. CRUZ** CO. INC.  
CONTRACTORS | ENGINEERS

## Flushing Bay CSO - Contract 4-3

A HOCHTIEF Company

### Owner

New York City Department of Environmental Protection

### Location

Queens, New York

### Bid Value

\$113,200,000

### Market

Water/Wastewater

### Start - Completion Dates

4/1997 - 9/2001

- 43 million gallon underground, reinforced concrete, combined sewage storage tank
- Excavation and disposal of 300,000 cubic yards of contaminated/hazardous soil
- Installation and maintenance of a deep well and well point monitoring system

**Owner Contact: Louis Huang**

**Phone: 718-595-6576**

## Project # 2 – Detailed Description

This project is the first phase of a two phase program to construct the Flushing Bay Combined Sewer Overflow Retention Facility. The project included the construction of a 43 million gallon underground, reinforced concrete, combined sewage storage tank on the site of a former city landfill.

The excavation and support of the cut-off wall consisted of a support system made up of tangent pile walls and jet grout columns drilled continuously to depths of 120 feet. With excavation depths up to 80 feet, the construction included the removal of 400,000 cubic yards of soil and contaminated materials. Final tank construction required the placement of approximately 122,000 cubic yards of concrete, 16,000 tons of steel reinforcement, interior utility tunnels, and extensive mechanical work.

### Additional project elements:

- Installation of sheet piles, wales, and struts
- 900 in-situ samples for soil classification
- Excavation and disposal of 300,000 cubic yards of contaminated/hazardous soil
- Total excavation and disposal of 450,000 cubic yards of material
- Installation and maintenance of a deep well and well point monitoring system
- Installation of an excavation monitoring system (consisting of piezometers, inclinometers, and settlement monitors)
- Construction of 160,000 square feet of tangent pile walls (5 feet in diameter)
- Construction of 436 jet grout columns (up to 120 feet deep)
- Installation of 6,000 linear feet of wales and 100 linear feet of 36 inch to 48 inch diameter struts and rakers (all preloaded)
- Construction of 410 EA multi strand soil anchors (160 to 225 kips)
- Installation of 125,000 cubic yards of structural concrete
- Installation of 15,000 tons of reinforcing steel



### Company Role

E.E. Cruz, a Flatiron subsidiary, was part of the E.E. Cruz/Frontier-Kemper Joint Venture team that constructed this project.

**Project # 3 – Flushing Bay CSO - Contract 4-4G**

- a. Project name: **Flushing Bay CSO - Contract 4-4G**
- b. Firm's role and percent of work performed: EE Cruz, a Flatiron Subsidiary was the prime contractor. EE Cruz self-performed 39% of this project.
- c. Project location: Queens, New York
- d. Project description: **See attached detailed project sheet directly behind this page.**
- e. Name, address and phone number of the project owner:  
New York City Department of Environmental Protection  
59-17 Junction Boulevard, 13<sup>th</sup> Floor  
Flushing, New York 11373  
Owner Contact: Mike Borsykowsky  
Phone: 718-595-5921
- f. Name, address and phone number of the design engineer:  
Was URS (now part of AECOM)  
One Penn Plaza, Suite 600  
New York, New York 10119-0698  
Phone: 212-736-4444
- g. Name, address and phone number of the construction manager:  
Malcolm Pirnie was the CM Firm. They were purchased by Arcadis in June 2013  
44 South Broadway, 15<sup>th</sup> Floor  
White Plains, New York 10601  
Contact: John O'Sullivan  
Phone: 914-498-6233
- h. Contract amount (U.S. dollars): Feb 2002 Bid amount was \$123,443,930  
Nov 2008 Final Amount \$133,737,200 (including change orders)  
**August 2015 ENR 20 City Construction Cost Index Value: \$ 154,805,705**
- i. Number and amount of change orders: 80 Change orders in the amount of \$10,293,270 granted extension of time based on additional excusable delays directly related to additional scope of work changes on the project by owner directed change orders.
- j. Project start date: Feb 2002  
original contract completion date: July 2005  
extended contract completion date: Nov 2008  
actual completion date: Nov 2008



*Build the Best. Be the Best.*



**E.E. CRUZ** CO. INC.  
CONTRACTORS / ENGINEERS

## Flushing Bay CSO: Contract 4-4G

A HOCHTIEF Company

### Owner

New York City Department of Environmental Protection

### Location

Queens, New York

### Bid Value

\$123,443,930

### Market

Water/Wastewater

### Start - Completion Dates

02/2002 – 11/2008

- Mass excavation of contaminated material
- Extensive mechanical work
- Construction of an 11,000 square foot maintenance facility

**Owner Contact: Mike Borsykowsky**  
**Phone: 718-595-5921**

## Project # 3 – Detailed Description

This was the second phase of a two phase program to construct the Flushing Bay Combined Sewer Overflow Retention Facility. The project involved mass excavation of contaminated material, construction of a deep soil mix earth support system, dewatering, site utility work, pipe piles, and the installation of steel sheet piling, reinforced concrete, and structural steel.

The project required extensive mechanical work which included the installation of nine tide gates, two belt conveyor systems, five three story mechanical bar screens, a storage cell flushing and cleaning system, chemical and air treatment systems, and interconnection piping. In addition, E.E. Cruz constructed a 40,000 square foot structural steel building with a brick façade, a 25,000 square foot recreational facility, and an 11,000 square foot maintenance facility for the NYC Department of Parks and Recreation.

### Additional project elements:

- In-site soil classification
- Excavation of 115,000 cubic yards of contaminated soil (35 feet deep)
- Construction of 65,000 square feet of soil mix wall for support of excavation
- Installation of over 400 multi-strand soil anchors
- 90,000 square feet of steel sheeting (60 feet long)
- 15,000 square feet of soldier piles and lagging
- Construction of 35,000 cubic yards of structural concrete
- Installation of 4,500 tons of reinforcing system
- Construction of a 40,000 square foot structural steel building with brick facade
- Construction of a 25,000 square foot recreational facility
- Installation of five 175 HP submersible pumps
- Installation of an odor control system, flushing water system, and seal and service water systems
- Construction of sluice gates and bar screens



### Company Role

E.E. Cruz, a Flatiron subsidiary, was the primary contractor on this project.



# Tab 10

**SFPUC Pre-Qualified Contractors  
As of  
16-March-2017**

*The following contractors are pre-qualified to bid under the designated project categories through the end of the listed month.*

**Local Water Pipeline Projects (less than 48")**

Preston Pipelines, Inc. (Apr16)  
ARB, Inc. (July16)  
Power Engineering (Mar 17)  
M. Hernandez Construction DBA Hernandez Engineering (Mar 17)  
Mitchell Engineering (Mar 17)  
A. Ruiz Construction Co. (Mar 17)  
Cal State Constructors, Inc. (Apr17)  
J. Flores Construction (Apr17)  
NTK Construction, Inc. (Apr17)  
Trinet Construction (Apr17)  
Sanco Pipelines Inc. (May17)  
JMB Construction (May17)  
Ranger Pipelines (May17)  
Shimmick Construction (Jun17)  
Stacy & Witbeck (Aug17)  
D'Arcy & Harty Construction (Aug17)  
PCL Construction, Inc. (Aug17)  
D&D Pipelines (Sep17)  
Quest Civil Constructors (Sep17)  
M Squared Construction (Dec 17)  
Azul Works (Dec 17)  
KJ Woods Construction, Inc. (Dec 17)  
P&J Utility Company (Dec 17)  
S.J. Louis Construction, Inc. (Feb18)  
Mountain Cascade, Inc. (Jun 18)  
Kiewit Infrastructure Group (Jun 18)  
A&B Construction (Jun18)  
Shaw Pipeline, Inc. (July18)  
Fontenoy Engineering (July18)  
Empire Engineering (July18)  
Steve P. Rados, Inc. (July18)  
Cratus, Inc. (July18)  
Precision Engineering, Inc. (Aug18)  
Super Excavators, Inc. (Sep18)  
Sukut Construction, LLC (Sep18)  
Con-Quest Contractors, Inc. (Jan19)  
Oscar Renda Contracting (Jan19)  
McGuire & Hester (Mar19)

### **Local Water Reservoirs**

Balfour Beatty Infrastructure, Inc. (May16)  
Webcor Builders (July16)  
Power Engineering (Mar 17)  
Mitchell Engineering (Mar 17)  
Cal State Constructors, Inc. (Apr17)  
NTK Construction, Inc. (Apr17)  
Ranger Pipelines (May17)  
Flatiron West, Inc. (May17)  
Shimmick Construction (Jun17)  
R & W Concrete Contractors, Inc. (Jun17)  
Valentine Corporation (Aug17)  
Monterey Mechanical (Aug17)  
S. J. Amoroso (Aug17)  
Nibbi Bros. (Sept17)  
Quest Civil Constructors (Sep17)  
Thompson Builders (Feb18)  
Mountain Cascade, Inc. (Jun 18)  
Kiewit Infrastructure Group (Jun 18)  
Walsh Construction (July18)  
Sukut Construction, LLC (Sep18)  
Proven Management (Feb19)

### **Local Water Pump Stations/Tanks**

Balfour Beatty Infrastructure, Inc. (May16)  
ARB, Inc. (July16)  
Pacific Infrastructure Corp. (Aug16)  
Barnard Construction Co. (Feb17)  
Power Engineering (Mar 17)  
Mitchell Engineering (Mar 17)  
Cal State Constructors, Inc. (Apr17)  
NTK Construction, Inc. (Apr17)  
Trinet Construction (Apr17)  
JMB Construction (May17)  
Ranger Pipelines (May17)  
Flatiron West, Inc. (May17)  
Shimmick Construction (Jun17)  
Valentine Corporation (August 17)  
PCL Construction, Inc. (Aug17)  
WM Lyles Co. (Aug17)  
Monterey Mechanical (Aug17)  
S. J. Amoroso (Aug17)  
Nibbi Bros. (Sept17)  
Thompson Builders (Feb18)  
Western Water Contractors, Inc. (Apr18)  
Mountain Cascade, Inc. (June 18)  
Kiewit Infrastructure Group (June 18)  
Walsh Construction (July18)

Steve P. Rados, Inc. (July18)  
Anvil Builders, Inc. (October 18)  
Oscar Renda Contracting (Jan19)  
Proven Management (Feb19)  
McGuire & Hester (Mar19)  
Rubecon General Contracting, Inc. (Mar 19)

**Sewer Pipeline Projects**

Preston Pipelines, Inc. (Apr16)  
ARB, Inc. (July16)  
Spiniello Companies (Aug16)  
Teichert Construction (Aug16)  
Power Engineering (Mar 17)  
M. Hernandez Construction DBA Hernandez Engineering (Mar 17)  
Mitchell Engineering (Mar 17)  
A. Ruiz Construction Co. (Mar 17)  
Sanco Pipelines Inc. (May17)  
Cal State Constructors, Inc. (Apr17)  
J. Flores Construction (Apr17)  
NTK Construction, Inc. (Apr17)  
Trinet Construction (Apr17)  
JMB Construction (May17)  
Ranger Pipelines (May17)  
Shimmick Construction (Jun17)  
D'Arcy & Harty Construction (Aug17)  
Stacy & Witbeck (Aug17)  
WM Lyles Co. (Aug17)  
Quest Civil Constructors (Sep17)  
M Squared Construction (Dec17)  
KJ Woods Construction, Inc. (Dec17)  
P&J Utility Company (Dec 17)  
S.J. Louis Construction, Inc. (Feb18)  
A&B Construction (Jun18)  
Mountain Cascade, Inc. (June 18)  
Shaw Pipeline, Inc. (July18)  
Steve P. Rados, Inc. (July18)  
Cratus, Inc. (July18)  
Michels Corporation (Sep18)  
Super Excavators, Inc. (Sep18)  
J.F. Shea Construction (Dec18)  
Con-Quest Contractors, Inc. (Jan19)  
Oscar Renda Contracting (Jan19)  
McGuire & Hester (Mar19)

**Wastewater Treatment Facilities**

Balfour Beatty Infrastructure, Inc. (May16)  
ARB, Inc. (July16)  
Pacific Infrastructure Corp. (Aug16)

Power Engineering (Mar 17)  
Cal State Constructors, Inc. (Apr17)  
NTK Construction, Inc. (Apr17)  
MWH Constructors, Inc. (Apr17)  
Skanska (May17)  
JMB Construction (May17)  
Shimmick Construction (Jun17)  
PCL Construction, Inc. (Aug17)  
WM Lyles Co. (Aug17)  
Monterey Mechanical (Aug17)  
S. J. Amoroso (Aug17)  
Blocka Construction, Inc.(Nov17)  
Western Water Contractors, Inc. (Apr18)  
Mountain Cascade, Inc. (Jun 18)  
Kiewit Infrastructure Group (Jun 18)  
Walsh Construction (July18)  
Steve P. Rados, Inc. (July18)  
Flatiron West, Inc. (Aug18)  
Oscar Renda Contracting (Jan19)

#### **Wastewater Pump Stations**

Balfour Beatty Infrastructure, Inc. (May16)  
ARB, Inc. (July16)  
Power Engineering (Mar 17)  
Mitchell Engineering (Mar 17)  
Cal State Constructors, Inc. (Apr17)  
NTK Construction, Inc. (Apr17)  
MWH Constructors, Inc. (Apr17)  
Skanska (May17)  
JMB Construction (May17)  
Ranger Pipelines (May17)  
Shimmick Construction (Jun17)  
PCL Construction, Inc. (Aug17)  
WM Lyles Co. (Aug17)  
Monterey Mechanical (Aug17)  
S. J. Amoroso (Aug17)  
Blocka Construction, Inc.(Nov17)  
Mountain Cascade, Inc. (Jun 18)  
Walsh Construction (July18)  
Steve P. Rados, Inc. (July18)  
Flatiron West, Inc. (Aug 18)  
Oscar Renda Contracting (Jan19)  
McGuire & Hester (Mar19)

#### **Regional Water Tunnel Projects (TBM)**

Barnard Construction Co. (Feb17)  
Jay Dee Contractors, Inc. (Sep17)  
Kiewit Infrastructure Group (Jun 18)  
Michels Corporation (Sep18)

Southland Contracting, Inc. (Feb 19)

**Regional Water Tunnel Projects (Conventional Method)**

Barnard Construction Co. (Feb17)  
Kiewit Infrastructure Group (June 18)  
Super Excavators, Inc. (Sep18)  
Southland Contracting, Inc. (Feb 19)

**Large Diameter Pressure Pipelines (greater than 48")**

Preston Pipelines, Inc. (Apr16)  
Barnard Construction Co. (Feb17)  
Mitchell Engineering (Mar 17)  
Ranger Pipelines (May17)  
Flatiron West, Inc. (May17)  
Shimmick Construction (Jun17)  
PCL Construction, Inc. (Aug17)  
WM Lyles Co. (Aug17)  
S.J. Louis Construction, Inc. (Feb18)  
Mountain Cascade, Inc. (Jun 18)  
Kiewit Infrastructure Group (Jun 18)  
A&B Construction (Jun18)  
Walsh Construction (July18)  
Steve P. Rados, Inc. (July18)  
Oscar Renda Contracting (Jan19)  
Con-Quest Contractors, Inc. (Jan 19)  
Southland Contracting, Inc. (Feb19)  
McGuire & Hester (Mar19)

**Regional Structural – Retrofit Projects**

Power Engineering (Mar 17)  
Mitchell Engineering (Mar 17)  
Ranger Pipelines (May17)  
R & W Concrete Contractors, Inc. (Jun17)  
Monterey Mechanical (Aug17)  
S. J. Amoroso (Aug17)  
Quest Civil Constructors (Sep17)  
Walsh Construction (July18)  
Flatiron West, Inc. (Aug18)

**Regional Water Treatment Plants**

Balfour Beatty Infrastructure, Inc. (May16)  
Shimmick Construction (Jun17)  
PCL Construction, Inc. (Aug17)  
WM Lyles Co. (Aug17)  
Monterey Mechanical (Aug17)  
S. J. Amoroso (Aug17)  
Western Water Contractors, Inc. (Apr18)

Kiewit Infrastructure Group (Jun 18)  
Walsh Construction (July18)  
J.F. Shea Construction (Dec18)

**Regional Valve Lots**

Power Engineering (Mar 17)  
Mitchell Engineering (Mar 17)  
NTK Construction, Inc. (Apr17)  
Ranger Pipelines (May17)  
Shimmick Construction (Jun17)  
WM Lyles Co. (Aug17)  
Monterey Mechanical (Aug17)  
Quest Civil Constructors (Sep17)  
Thompson Builders (Feb18)  
Western Water Contractors, Inc. (Apr18)  
Mountain Cascade, Inc. (Jun 18)  
Kiewit Infrastructure Group (Jun 18)  
A&B Construction (Jun18)  
Steve P. Rados, Inc. (July18)  
McGuire & Hester (Mar 19)

**Habitat Development Projects**

Power Engineering (Mar 17)  
Gordon N. Ball, Inc. (Mar 17)  
Sean W. Smith, Inc. (Apr17)  
Ranger Pipelines (May17)  
Shimmick Construction (Jun17)  
Natures Image (Sep17)  
Kiewit Infrastructure Group (Jun 18)  
McGuire & Hester (Mar 19)

Tab 11





CAPITAL PROGRAM SERVICES  
5750 ALMADEN EXPRESSWAY  
SAN JOSE, CA 95118-3686  
TELEPHONE (408) 265-2600  
FACSIMILE (408) 979-5631  
www.valleywater.org  
scvwdplanroom@valleywater.org

October 22, 2014

Michael Costa, District Manager  
Flatiron West Inc.  
2100 Goodyear Road  
Benicia, CA 94510

Subject: Rinconada Water Treatment Plant Reliability Improvement Project  
Project No. 93294057  
Notice of Proposed Prequalification Rating  
for General Contractors Seeking to Bid

Dear Mr. Costa:

The Prequalification Application submitted by Flatiron West Inc. for the above referenced Project has been received and evaluated. The District has determined that Flatiron is prequalified to bid on the Project. The Prequalification Application Scoring Worksheet for your firm is enclosed for your reference.

The District anticipates advertising the Project for bids in February of 2015 and a notification will be emailed to you at that time.

If you have any questions, please contact me at (408) 630-2682.

Sincerely,

Beth Redmond  
Capital Program Planning & Analysis Unit Manager

Enclosure: Prequalification Application Scoring Worksheet  
Sent via email: lisimon@flatironcorp.com; rhusch@flatironcorp.com

## FINAL PREQUALIFICATION RATING LIST

POSTED NOVEMBER 24, 2014

**RINCONADA WATER TREATMENT PLANT RELIABILITY IMPROVEMENT PROJECT**  
**Project No. 93294057**

	COMPANY	FINAL PREQUALIFICATION RATING
1	Balfour Beatty Infrastructure, Inc.	PREQUALIFIED
2	Flatiron West Inc.	PREQUALIFIED
3	Kiewit Infrastructure West Co.	PREQUALIFIED
4	McCarthy Building Companies, Inc.	PREQUALIFIED
5	Walsh Construction Company II, LLC.	PREQUALIFIED
6	MWH Constructors, Inc.	PREQUALIFIED
7	PCL Construction, Inc.	PREQUALIFIED
8	Shimmick Construction Company, Inc.	PREQUALIFIED
9	Skanska USA Civil West California District Inc.	PREQUALIFIED

### 1. NOTICE OF REQUEST FOR PREQUALIFICATION

- A. Notice is hereby given that the District has determined that all contractors wishing to bid on the Rinconada Water Treatment Plant Reliability Improvement Project (Project) must be prequalified prior to submitting a bid on the Project. A current Class A California Contractor's license is required to bid on the Project. Bids will not be accepted from any contractor that has failed to comply with these requirements. However, if fewer than three firms are determined to be prequalified, the District reserves the right to solicit bids for the Project without requiring prequalification. The prequalification is for the Rinconada Water Treatment Plant Reliability Improvement Project only.
- B. Project Description: The RWTP Reliability Improvement Project includes demolition of existing clarifiers and filters and construction of the following major project components: raw water ozone and liquid oxygen systems, flash mixing and carbon dioxide injection, flocculation and sedimentation basins, filtration, washwater recovery facility, new and modified chemical systems, and major electrical and instrumentation upgrades. The Project will be constructed in sequential order and the construction is scheduled to be completed in five years at the total cost of approximately \$160 million to \$200 million. Except for certain brief plant shutdowns, the RWTP will remain in operation during construction.
- C. Application Submission: The fully completed Prequalification Application must be submitted in a sealed envelope marked—**CONFIDENTIAL—Prequalification Application, RWTP Reliability Improvement Project** addressed to Ms. Beth Redmond, Capital Program Planning and Analysis Unit Manager, Santa Clara Valley Water District, 5750 Almaden Expressway, San Jose, California 95118, no later than 2 p.m. on **September 4, 2014**. It is the sole responsibility of the Contractor to ensure that their Prequalification Application is received no later than the stated deadline.

Contractors electing to submit Prequalification Applications by FEDEX, UPS, DHL, CA Overnight, Golden State Overnight etc., must address the outside delivery envelope as follows:

Santa Clara Valley Water District  
Attention: Construction Program—**Prequalification Application**  
5905 Winfield Boulevard  
San Jose, CA 95123-2428

**Note:** USPS (U.S. Mail) does not deliver to 5905 Winfield Boulevard.

# Tab 12

# JASON BURDEN

Jason has been in the construction industry for 21 years with 18 years in the water/wastewater and industrial construction industry beginning as a craftsman. Jason has extensive experience managing all aspects of construction of water/wastewater projects, from the design and implementation of dewatering systems to large structure excavations, estimating, construction of process structures, and installation of the process equipment and piping systems. His experience includes project scheduling, planning, procurement, and coordination with owners, plant management, and engineering staff as well as start-up and commissioning of these facilities.

## WORK EXPERIENCE

### WATER/WASTEWATER CONSTRUCTION OPERATIONS AND PURSUITS / ESTIMATING AREA MANAGER, FLATIRON WEST, INC. (JANUARY 2015 TO PRESENT)

As water/wastewater construction operations and pursuits/estimating area manager, Jason manages Flatiron's water/wastewater construction operations on the West Coast as well as project pursuits.

#### YEARS OF EXPERIENCE

Construction Industry: 21

Water/Wastewater Industry: 18

#### EDUCATION/TRAINING

BS, Construction Management,  
California State University Fresno,  
CA 2002

#### PROFESSIONAL REGISTRATIONS / AFFILIATIONS

Competent Person Training

10 Hour OSHA Training

First Aid & CPR

STS Certified

- **CONSOLIDATED DEMOLITION PROJECT AT PLANT 2, ORANGE COUNTY SANITATION DISTRICT, HUNTINGTON BEACH, CA, \$17M (JANUARY 2017 TO PRESENT)**

Jason serves as project executive for the demolition of numerous treatment plant structures; utility modifications and structures; construction of new plant compressed air facility and oil dock facility; and replacement of plant engineering and construction operation facility. Starting in February 2017, the project will be completed in February 2019.

- **ECHO WATER NITRIFYING SIDESTREAM TREATMENT, SACRAMENTO REGIONAL SANITATION DISTRICT, ELK GROVE, CA, \$40M (FEBRUARY 2016 TO PRESENT).**

Jason serves as project executive for the construction of SSB (aeration basins) for ammonia reduction, storm water pump station, wash down pump station, effluent pump station, influent pump station, lime storage and feed facility, electrical building and switch gear facility and site improvements. Starting in February 2016, the project will be completed in January 2019.

### PROJECT MANAGER/SUPERINTENDENT, J.R. FILANC CO. (JUNE 2010 – JANUARY 2015)

- **MODESTO PHASE 2 WWTP EXPANSION, CITY OF MODESTO, MODESTO, CA, \$101M (JUNE 2012 – JANUARY 2015)**

Jason served as project manager for the 12.6MGD biological nitrogen removal/tertiary treatment project comprised of construction of bio-nutrient removal basins, membrane bio-reactor systems, UV disinfection facility, various pump stations, electrical buildings, operations & control building, a two-mile 36-inch outfall pipeline, a plant wide SCADA system incorporating various PLC's & HMI's, and various modifications to the existing 36MGD wastewater plant. He managed all field operations including coordination of crews and equipment between multiple companies. Jason was also involved with all aspects of project safety, quality, scheduling, procurement, and existing plant operations coordination.

## JASON BURDEN, CONTINUED

- **SOUTH BAY ADVANCED RECYCLED WATER TREATMENT FACILITY, SANTA CLARA VALLEY WATER DISTRICT, SAN JOSE, CA, \$42M (OCTOBER 2010 – JUNE 2014)**

Jason served as project manager for the construction of a 10MGD advanced treatment facility which included various pump stations, pressurized micro-filtration, reverse osmosis, and UV disinfection, and various chemical facilities for processes and CIP systems. It also included development of a plant SCADA system which incorporated process equipment manufacturers PLC's and HMI's, underground utilities, 48-inch bore & jack tunneling, and various modifications to the 167MGD San Jose-Santa Clara Regional Wastewater Facility. Jason developed and managed the project baseline schedule. He also managed all field construction crews and subcontractors, project safety and quality, and coordination with the San Jose-Santa Clara Regional Wastewater Staff for all modifications to the facility.

- **CHIEF ESTIMATOR, KIEWIT PACIFIC CO. (JUNE 2001 – JUNE 2010)**

While working on various Kiewit projects during his tenure, Jason estimated numerous projects which allowed him to transition into the chief estimator role after completing the Ellis Creek Wastewater Treatment Plant project. As chief estimator, Jason served as lead for plant and pump station estimates ranging from \$35M to \$150M. He managed and coordinated multiple disciplines for estimates along with managing mechanical estimating groups for multiple projects.

- **ELLIS CREEK WASTEWATER TREATMENT PLANT, CITY OF PETALUMA, PETALUMA, CA, \$118M (APRIL 2008 OCTOBER 2009)**

Jason served as superintendent for the construction of a new 6MGD wastewater/tertiary treatment plant to replace an existing facility. The project involved construction of a new headworks, clarifiers, oxidation ditches for primary/secondary treatment, a solids handling facility which included digesters, RAS/WAS pump stations, gravity belt thickeners, heat exchangers, and boilers, as well as an uplift sand filtration system and UV disinfection for tertiary treatment. Jason assisted with the completion of all structural work and managed the installation of the process treatment systems. His start-up and commissioning experience from previous projects and electrical background gave him the knowledge to assist with start-up & commissioning of this new plant as well as plan and manage the major plant tie-ins and exiting plant cut-overs to bring this new facility online.

- **HAYWARD WATER POLLUTION CONTROL FACILITY, CITY OF HAYWARD, HAYWARD, CA, \$46M (OCTOBER 2005 – APRIL 2008)**

Jason served as lead estimator and superintendent for the modification of primary and secondary treatment process of the existing 18MGD plant, addition of a new solids handling process and maintaining operations of the existing facility. This involved construction of a new primary distribution structure, replacement of influent and effluent primary pipelines, construction of two new secondary clarifiers and associated utilities, construction of new BNR aeration basins, a new solids handling gravity belt thickener system, and a new above ground trickling filter process, as well as multiple pump stations, electrical buildings, various underground utilities, as well as a 54-inch pipeline in the city street. Jason managed all aspects of work associated with the process systems including procurement, scheduling, installation, and start-up of each process which included each piece of equipment and piping system, as well as management of the electrical and instrumentation subcontractors. He also coordinated with existing plant facility staff to complete all plant shut downs and tie-ins without impacting existing operations.

## JASON BURDEN, CONTINUED

- **MANTECA WASTEWATER QUALITY CONTROL FACILITY, CITY OF MANTECA, MANTECA, CA \$27M (NOVEMBER 2004 – OCTOBER 2005)**

Jason served as superintendent for the construction of new headworks, sedimentation and aeration basins, circular clarifiers, electrical facilities, operation/laboratory building, and various pump stations. Additionally, he scheduled and managed the construction of multiple structures and the planning and installation of process piping and equipment and coordinated all subcontractor work.

- **PENITINCIA WATER TREATMENT PLANT, CITY OF PENITINCIA, PENITINCIA, CA \$36M (AUGUST 2003 – NOVEMBER 2004)**

Jason service as superintendent for the construction of an ozone contactor, generator, and associated chemical facilities and pump stations to add an ozone treatment process to the existing water treatment plant processes. Jason procured, scheduled, coordinated and managed the installation of the process equipment and piping for this facility. This involved significant coordination between manufacturers/suppliers, engineers, and owner for both contractor procured equipment and owner procured equipment.

- **PLEASANT GROVE WASTEWATER TREATMENT PLANT, PLEASANT GROVE, CA \$98M (JUNE 2002 – JULY 2003)**

Jason served as superintendent for the construction and start-up of a new wastewater plant. This included headworks, oxidation ditches, circular clarifiers, chlorine contact basin, uplift sand filtration, and a solids handling facility which included digesters, centrifuges, and a conveyor/hopper load out system, a plant operations facility and an integrated SCADA system with multiple PLC's. Jason supervised various crews for completion of the installation mechanical piping systems and assisting with the plant start-up.

# Tab 13





Corporation       x       Names of Corporate Officers  
State of Incorporation Delaware President See attached list of corporate officers.  
Secretary \_\_\_\_\_  
Treasurer \_\_\_\_\_  
Manager \_\_\_\_\_  
Joint Venture \_\_\_\_\_  
Other \_\_\_\_\_  
(Describe)

5. CONTRACTOR'S license: Primary Classification A  
State License No.: 772589 Expiration Date: 12/31/2017  
Supplemental license classifications: Not applicable
6. NAME of person who inspected the site of the proposed Work for the Bidder:  
Name: Jason Burden Date of inspection: January 19, 2017
7. CONTRACTOR'S Department of Industrial Relations (DIR) Registration No. 1000003999  
and email address sfrancis@flatironcorp.com

8. BIDDER'S EXPERIENCE

1. Bidder has been doing business under its present name for years. 8\*  
\*In January 2009, our company name changed from FCI Constructors, Inc. to Flatiron West, Inc. Our license #772589 remained the same.
2. Bidder has experience in work comparable in type and complexity with that required under the proposed contract which extends over a period of years as a General Contractor (Bidder must show at least five (5) years of related experience).  
See attached Project Information
3. The Bidder, as a Contractor, has never failed to satisfactorily complete a contract awarded to it, except as follows:  
Not applicable
4. Bidder must meet both criteria "a" and "b" below.
  - a. For the Owner to consider the Bidder to possess the proper capacity to perform work of similar nature to this project, the bidder must have completed at least \$250 million in construction volume over the past 5 years. Does the bidder meet this criteria: X yes; \_\_\_\_\_no?
  - b. For the Owner to consider the Bidder properly experienced in work of similar nature to this project, the Bidder must list at least \$250 million in construction volume on no more than five (5) and not less than three (3) projects completed within the last five (5) years of the following types of projects:

CERTIFICATION OF BIDDER'S  
EXPERIENCE AND QUALIFICATIONS

00460-2

**FLATIRON WEST, INC. - LIST OF CORPORATE OFFICERS  
CORPORATION - STATE OF INCORPORATION IS DELAWARE**

<b>Name</b>	<b>Position</b>
John A. DiCiurcio	President /Chief Executive Officer
Lars Leitner	Chief Financial Officer
Javier Sevilla	Chief Operating Officer
Richard Grabinski	Senior Vice President
W. Todd Bennett	Vice President/Assistant Secretary
Michael Costa	Vice President
Frank Daams	Vice President
Steven Francis	Vice President
Dale A. Nelson	Vice President
Sven Stranzenbach	Vice President, Treasurer & Secretary
Marybeth Gallagher	Assistant Secretary

1. Water / Wastewater Treatment Plant Facility where the electrical, mechanical and instrumentation systems were part of the Contractor's contract.

The Bidder can include project(s) currently under construction, but only the total amount paid by the Owner(s) as of three (3) months prior to the bid date on uncompleted project(s) can be included in the construction volume for purposes of this certification.

Bidder also certifies that Bidder self-performed at least fifty percent (50%) of the Work on each of the projects listed below.

If the Bidder is a Joint Venture of two or more companies, each Principal in the Joint Venture must list the experience and qualification requirements, and complete the required forms, included herein as part of the bid.

However, the Owner reserves the right to exclude any projects listed below that do not demonstrate the Contractor's ability to perform the work associated with this Project. Further, the Owner reserves the right to accept a Bidder's qualifications that substantially meet the experience requirements listed above.

1. Project Name: Please see attached Project Information attachment

Owner: \_\_\_\_\_

Contract Price: \_\_\_\_\_

Construction Time: \_\_\_\_\_ Calendar Days

Date of Substantial Completion: \_\_\_\_\_

Name, Address, and Telephone Number of Owner's Representative:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Description of Project:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Project Name: \_\_\_\_\_

Owner: \_\_\_\_\_

Contract Price: \_\_\_\_\_

Construction Time: \_\_\_\_\_ Calendar Days

## Bidder's Experience - Project Information Attachment

Project Name	Owner	Location	Contract Price	Construction Time	Date of Substantial Completion	Owner Representative Contact Information	Description of Project
<b>Leo J Vander Lans Water Treatment Facility Expansion project</b>	Water Replenishment District of Southern California	Long Beach, CA	\$32,748,000	550 Calendar Days	Nov-14	Paul Fu 4040 Paramount Blvd. Lakewood, CA 90712 Tel 562-275-4251	The Leo J. Vander Lans Advanced Water Treatment Facility in Long Beach, Calif., received the effluent from the Long Beach Water Reclamation Plant, after a first round of treatment. At this plant, water is further treated through advanced microfiltration and reverse osmosis, resulting in a near-distilled quality. The plant currently produces 3 million gallons of treated water per day. Flatiron expanded the facility, to 8 million gallons per day and reduced the area's dependence on imported water. Work included construction and installation of new water treatment systems, including microfiltration, reverse osmosis, ultraviolet disinfection with advance oxidation, dissolved air flotation, chemical systems, piping, pump stations, site work, structural, electrical, instrumentation and all associated work. The expansion improves the plant's efficiency and reduces operations and maintenance costs.
<b>Santaquin Water Reclamation Facility</b>	Santaquin Water Reclamation District	Santaquin, Utah	\$14,951,220	490 Calendar Days	Nov-13	Benjamin Reeves 275 West Main Street Santaquin, UT 84655 Tel 801-754-3211	The Santaquin Water Reclamation Facility in Santaquin, Utah, represents the culmination of over six years of community planning and public outreach. This revolutionary facility is the first of its kind in Utah that will store and reuse 100 percent of its treated water for a residential secondary irrigation system, with no discharge to nearby lakes. The use of reclaimed water for irrigation purposes allows the city to conserve higher quality groundwater for drinking, while establishing a model for sustainable water resource development in Utah and the Intermountain West. The facility is capable of processing over one million gallons of water per day. The process begins in the headworks building, where wastewater is screened to remove coarse materials like trash or large grit. Next, wastewater is distributed into biological basins, a process where specific bacteria is grown to degrade contaminants. Following biological treatment, the effluent is separated from this bacteria using membrane filtration. The filtered water then flows to the UV disinfection system for further treatment, where disinfection occurs through the inactivation of waterborne pathogens. The final stage is the reclaimed water pump station, where disinfected effluent is pumped to existing large storage reservoirs near the lagoon site. From here, the Type I reclaimed water is pumped into the City's pressure irrigation system. The headworks building is fully odor controlled, with contaminated air exhausted to an adjacent biofilter for treatment. The biological basins and membrane filtration capacities were constructed with special features to allow for easy expansion as the City grows, including a third treatment train temporarily used for sludge storage and empty tanks with room for added membrane filtration modules. In the unlikely event that the reclaimed water does not meet Type I water quality criteria, a valve located between the UV disinfection system and the reclaimed water pump station automatically closes and diverts flow to an on-site temporary storage pond. Flatiron also oversaw the construction of 7,200 feet of new trunk line, as well as numerous tie-ins.
<b>Southwest Groundwater Treatment Plant</b>	Jordan Valley Water Conservancy District	West Jordan, Utah	\$23,665,433	730 Calendar Days	Nov-11	David McLean 8215 South 1300 West West Jordan, UT 84088 Tel 801-565-4300	Flatiron constructed a new groundwater treatment plant in West Jordan, Utah, a suburb of Salt Lake City, next to the Jordan River. The state-of-the art water treatment facility will remove contamination from a local aquifer and produce 8,235 acre-feet per year of treated water using reverse osmosis, a thorough method of water purification that reduces the levels of total dissolved solids and chemical impurities by using pressure to force water through a semi-permeable membrane. The municipal plant will consist of a 38,000 square-foot process building, three reverse osmosis trains and one bypass train utilizing ultraviolet light disinfection technology. The construction of separate treatment trains is necessary to incorporate deep and shallow groundwater wells, supply wells, pipelines, a byproduct disposal system and associated facilities. Flatiron is also installing a new 1,400-foot-long pipe system to bring contaminated water to the plant and return purified water back to the local clean water system. The plant's by-product, a heavy-brine waste stream, will be piped to a 22-mile line to the Great Salt Lake. When the reverse osmosis treatment plant is complete, the Jordan Valley Water Conservancy District anticipates future expansion to increase the plant's capabilities from 7 million gallons per day to 14 million gallons per day.

## Bidder's Experience - Project Information Attachment

Project Name	Owner	Location	Contract Price	Construction Time	Date of Substantial Completion	Owner Representative Contact Information	Description of Project
<b>Lenihan Dam Outlet Modifications</b>	Santa Clara Valley Water District	Los Gatos, CA	\$39,000,000	750 Calendar Days	Sep-09	Capital Program Unit Manager Beth Redmond 5750 Almaden Expressway San Jose, CA 95118 Tel 408-630-2682	At the foot of the Santa Cruz Mountains, Flatiron replaced the deteriorating outlet structure for the 50-year-old Lenihan Dam - a 1,000-foot-long earthen barrier holding water stored at the Lexington Reservoir in Los Gatos, Calif. The project was a seismic upgrade for the existing outfall pipe, a 50-inch steel pipe that was restricted to a maximum outlet of 70 percent capacity. Alternatively, the new 54-inch pipeline allows maximum outflow of the reservoir in the event the reservoir needs to be lowered to prevent the failure of the dam during an earthquake. Flatiron constructed a new 2,000-foot-long outlet structure that is approximately 14 feet wide by 13 feet tall through Saint Joseph Hill. The tunnel begins near the existing outfall pipe, terminates on the reservoir side of the dam and connects to a new 15-foot-diameter intake facility by way of a 35-foot vertical shaft. Originally, the shaft required excavation and grout around its base, which was very time consuming and costly. Flatiron proposed an innovative water-tight pile secant wall for the shaft excavation that allowed us to build quickly, reduce cost and decrease environmental disturbances by keeping grout from entering the reservoir. The value engineering solution additionally improved water-tightness around the shaft. The new outfall building has three sets of valves to control the discharges into Los Gatos Creek. The new intake structure consists of 450 feet of 54-inch welded steel pipe, with four 42-inch intake gates and a new building to house the hydraulic control unit and various monitoring equipment. A road header was used to bore through soft material and explosives were used to fracture the harder rock. After excavating the material, Flatiron utilized an arched traveling form to pour 60-foot-long sections of the tunnel. Ventilation and low-flow pipes were then hung from the tunnel ceiling and a 5-foot welded steel outtake pipe was installed, held in place by permanent cast-in-place supports. During construction, Flatiron created a detour for the highly used Los Gatos trail to ensure safe public recreation. The project was completed nine days ahead of schedule and \$1.4 million under budget.
<b>Rahway Valley Sewerage Authority: Contract 155 (Project # 2)</b>	Rahway Valley Sewerage Authority	Rahway, NJ	\$138,965,112	1450 Calendar Days	Feb-09	Robert V. Valent 1050 East Hazelwood Avenue Rahway, NJ 07065 - Tel 732-388-0868	E.E. Cruz (a Flatiron subsidiary) expanded Rahway Valley Sewerage Authority Wastewater Treatment Plant's sewage capacity from 63MGD to 105 MGD and upgraded and replaced the plant's outdated systems. The temporary SOE systems on the project included the installation of sheet piling and soldier piles, steel wales and struts, and tiebacks. The construction consisted of major upgrades to the primary, secondary, and tertiary treatment facilities. Upgrades to these facilities consisted of the construction of a new headworks facility, construction of a new primary settling tank, upgrades to the aeration system, construction of new final settling tanks, construction of a new effluent sand filter facility, construction of a new UV disinfection chamber, construction of a new effluent pump station, and the construction of a new cascade aeration station. In addition, E.E. Cruz was also responsible for constructing a new rotary drum building. Within the new facilities a significant amount of misc metals work of which included the installation of new hand rails. All work was performed while maintaining plant operations.
<b>Flushing Bay CSO: Contract 4-4G (Project # 3)</b>	New York City Department of Environmental Protection	Queens, NY	\$133,737,200	2450 Calendar Days	Nov-08	Mike Borsykowsky 59-17 Junction Blvd. Flushing, NY 11373 Tel 718-595-5921	E.E. Cruz (a Flatiron subsidiary) was responsible for the second phase of a two phase program to construct the Flushing Bay Combined Sewer Overflow Retention Facility. The project involved mass excavation of contaminated material, construction of a deep soil mix earth support system, dewatering, site utility work, pipe piles, and the installation of steel sheet piling, reinforced concrete, and structural steel. The project required extensive mechanical work which included the installation of nine tide gates, two belt conveyor systems, five three story mechanical bar screens, a storage cell flushing and cleaning system, chemical and air treatment systems, and interconnection piping. In addition, E.E. Cruz constructed a 40,000 square foot structural steel building with a brick façade, a 25,000 square foot recreational facility, and an 11,000 square foot maintenance facility for the NYC Department of Parks and Recreation.

Date of Substantial Completion: \_\_\_\_\_

Name, Address, and Telephone Number of Owner's Representative:

---

---

---

Description of Project:

---

---

---

---

3. Project Name: \_\_\_\_\_

Owner: \_\_\_\_\_

Contract Price: \_\_\_\_\_

Construction Time: \_\_\_\_\_ Calendar Days

Date of Substantial Completion: \_\_\_\_\_

Name, Address, and Telephone Number of Owner's Representative:

---

---

---

Description of Project:

---

---

---

---

4. Project Name: \_\_\_\_\_

Owner: \_\_\_\_\_

Contract Price: \_\_\_\_\_

Construction Time: \_\_\_\_\_ Calendar Days

Date of Substantial Completion: \_\_\_\_\_

Name, Address, and Telephone Number of Owner's Representative:

---

---

---

Description of Project:

---

---

---

---

5. Project Name: \_\_\_\_\_

Owner: \_\_\_\_\_

Contract Price: \_\_\_\_\_

Construction Time: \_\_\_\_\_ Calendar Days

Date of Substantial Completion: \_\_\_\_\_

Name, Address, and Telephone Number of Owner's Representative:

---

---

---

Description of Project:


---

---

---

---

**Bidder shall sign under penalty of perjury that all the information  
provided in this information sheet is true and correct.**

 \_\_\_\_\_  
Signature

Steven A. Francis, Vice President

\_\_\_\_\_  
Title



**Flatiron - Additional Completed Projects - Past 10 Years**

Flatiron Job #	Project Name	Contract #	Client	Reference	Description of Work	Start Date	Completion Date	Initial Contract Value	Final Contract Value	Prime/JV
2043	VTA Route 152 Phase B	C06003	Santa Clara Valley Transportation Authority 3331 North First Building B San Jose, CA 95134	Trace Bonney (408) 321-5640 trace.bonney@vta.org	Widen Route 152 and Existing Llagas Creek Bridge	Apr-06	Jan-07	\$1,783,735	\$1,837,865	Prime
3047	Resurface Runway 09-27	CIP 4024	San Diego County Regional Airport Authority 2320 Stillwater Road San Diego International Airport San Diego, CA 92138	Ellen Brundages (619) 400-2632 ebrundages@san.org	Resurface runway.	Jul-06	Jan-07	\$11,746,788	\$11,746,788	Prime
3021	Judicial Drive Undercrossing	N/A	Makaloon La Jolla Properties, LLC 4100 MacArthur Blvd, Suite 200 Newport Beach, CA 92660	Jeff LaRosa (949) 255-1100	Construction of Judicial Drive Undercrossing and La Jolla Village Drive improvements.	Nov-04	Feb-07	\$6,672,005	\$6,882,851	Prime
3030	Emergency Job 11-SD-Route 8(PM) 15.3 - 16.5	Contract 11A1196	CALTRANS 1727 30th Street, 4th Fl, FM III, MS 67 Sacramento, CA 95816	Mendy Evans (916) 227-6000 mendy.evans@dot.ca.gov	Grind and pave A/C slab and replacement.	Jun-05	Feb-07	\$1,900,000	\$1,369,642	Prime
2031	Route 152 Widening	Contract No. 04069	Santa Clara Valley Transportation Authority 3331 North First Building B San Jose, CA 95134	Trace Bonney (408) 321-5640 trace.bonney@vta.org	Widen Rte-152 to 4-lanes, and widen Llagos Creek Bridge. Demo bridge, place CSS pile, build flat slab superstructure, complete Channel work, complete roadway tie in.	Mar-05	Mar-07	\$4,165,881	\$4,497,943	Prime
3008	Construction of La Jolla Cove Wall Replacement and Bluff Improvements	K04497	City of San Diego 1010 Second Avenue, Suite 1200 San Diego, CA 92101-4905	Brad Johnson (619) 533-3770 bjohnson@sandiego.gov	Replace existing tieback wall, stabilize slope, new sidewalk and storm drain.	Feb-04	Apr-07	\$849,108	\$902,184	Prime
2048	MacArthur Maze Emergency Repair	N/A	American Civil Constructors	Kimberly Wise (707) 746-8028	Emergency Falsework and Bridge Jacking	Jun-07	Jun-07	Extra Work Force Account	\$412,309	Subcontract
3028	Route 15 at 56/15 Separation	11-080934	CALTRANS 2829 Juan Street San Diego, CA 92186-5406	Victor Cardenas (619) 688-3640 victor.cardenas@dot.ca.gov	Construct managed lanes.	May-05	Aug-07	\$32,221,554	\$37,509,267	Prime
3032	Newport Ave Extension / SR-55 Ramp Configuration and Edinger Ramp Widening	CIP No's 7130, 7147, 2585	City of Tustin 300 Centennial Way Tustin, CA 92780	Gary Tomasetti (714) 412-2262 gary.tomasetti@jacobs.com	Modify freeway on-ramps and off-ramps: realign Newport Avenue.	Aug-05	Aug-07	\$22,108,000	\$33,515,339	Prime
3024	Cal State Sprinter San Marcos Loop	IFB No.04046	NCTD 810 Mission Avenue Oceanside, CA 92054	Steve Hoyle (760) 518-8715 SHO@sandag.org	Construction of new railroad alignment, retaining walls and 5 CIP concrete bridges.	Feb-05	Sep-07	\$24,359,013	\$26,034,719	JV w/Fluor Enterprises
3059	RSC at I-5/I-805/State Route 56	11-0301U4	Skanska USA Civil West California District Inc. 1995 Agua Mansa Road Riverside, CA 92509-2405	Irene Rumbaugh (951) 684-5360 irene.rumbaugh@skanska.com	Rapid set concrete.	Aug-07	Sep-07	\$1,640,000	\$1,640,000	Sub
3033	UCSD Test Abutment	10250440	University of California, San Diego 9500 Gilman Avenue La Jolla, CA 92093	James Batti (858) 864-8928	Test abutment	Jun-05	Sep-07	\$54,000	\$361,332	Prime
3055	Via de la Valle Ramp	LB0701-05	LB Civil Construction, Inc. 10650 Treena Street, Suite 212 San Diego, CA 92131	James Lumm (858) 578-5222 jlumm@lbcivil.com	Concrete paving and associated joint seals.	Jun-07	Sep-07	\$474,463	\$474,463	Sub
2041	Route 99 Improvements near Tulare	06-490204	CALTRANS 505 N. St. Fresno, CA 93721	Shelly Maggard (559) 651-8319 shelly.maggard@dot.ca.gov	Remove existing bridge and off-ramp	Apr-06	Oct-07	\$2,722,531	\$3,065,626	Prime
3053	Lake Hodges Bicycle / Pedestrian Bridge - Phase I (South Abutment Only)	N/A	San Dieguito River Park Authority 18372 Sycamore Creek Rd. Escondido, CA 92025	Susan Carter (858) 674-2270 susan@sdrip.org	Construct south shore abutment for Lake Hodges Pedestrian Bridge.	Feb-07	Oct-07	\$2,071,523	\$2,071,523	Prime
3057	Coyote Wash Bridge Repairs (Emergency Contract)	11A1506	CALTRANS Division of Procurement & Contracts 4050 Taylor Street, MS-221 San Diego, CA 92110	Dave Pound (858) 829-5035 dave.pound@dot.ca.gov	Rebuild bridge bent at the South Fork Coyote Wash Bridge.	Jun-07	Oct-07	\$372,000	\$372,000	Prime
2037	Terminal Upper Level Viaduct Improvement	No. 3560A	City and County of San Francisco, acting by and through it's Airport Commission	Hassan Nowroozi (650) 821-5997 hassan.nowroozi@flysfo.com	Retrofit and Strengthening of terminal viaduct system. Repaving of all terminal access beneath viaduct. Replace lighting fixtures and related. Asbestos removal.	Jul-05	Nov-07	\$17,448,829	\$16,843,995	Prime

**Flatiron - Additional Completed Projects - Past 10 Years**

Flatiron Job #	Project Name	Contract #	Client	Reference	Description of Work	Start Date	Completion Date	Initial Contract Value	Final Contract Value	Prime/JV
3041	Santa Ana Second Main Track	C3074-06	Southern California Regional Rail Authority 700 S. Flower St., 26th Floor Los Angeles, CA 90017	Lia McNeil-Kakaris (213) 452-0237 mcneilkakaris@scrra.net	Addition of second main track within existing right of way through construction of retaining walls and street improvements.	May-06	Nov-07	\$14,855,036	\$14,855,036	Prime
2050	Benicia Parking Lot Improvements	DTM44C07001	US DOT Maritime Division	Debra Valmire (415) 744-4140	Reconstruct existing parking lot. Build slurry cutoff wall. Upgrade the pavement, lighting, storage facilities	Jul-08	Dec-07	\$2,234,183	\$2,287,018	Prime
3018	Sprinter Mainline Construction	IFB No. 04049	NCTD 810 Mission Avenue Oceanside, CA 92054	Steve Hoyle (760) 518-8715 SHO@sandag.org	Construct 22 miles of new rail and 14 stations with existing rail corridor.	Sep-04	Dec-07	\$187,185,783	\$239,541,381	JV w/Fluor Enterprises
3062	Route 15 Emergency Repairs	EA#293804	CALTRANS Division of Procurement & Contracts 4050 Taylor Street, MS-221	Dave Pound (858) 829-5035 dave.pound@dot.ca.gov	Repair damages caused by fires.	Oct-07	Dec-07	\$900,563	\$886,438	Prime
2036	State Route 4 Bypass, Laurel Road Extension, Lindsey Basin and Lindsey Channel	Contract Nos. 4660-6X4450, 4660-6X4374 and 4660-6X4451	State Route 4 Bypass Authority 255 Glacier Dr. Martinez, CA 94553	Dale Dennis (925) 595-4587	Construct State Hwy 4 Bypass from Lone Tree Way to existing Hwy 4 including Underground Utilities, 5 Box-Girder bridges, Grading, Roadway Surfacing and Electrical.	Jul-05	Jan-08	\$58,517,511	\$59,653,204	JV/ DeSilva Gates Construction
2047	Bethel Island Sheetpile Shoring	N/A	Top Grade Construction	Bill Madinas (925) 449-5764	Install/Remove 5500 l.f. of Sheetpile Shoring	Apr-07	Jan-08	\$2,425,600	\$2,801,836	Subcontract
2034	Route 99 Widening and Hammer Lane Interchange	Contract No. 04-16	DeSilva Gates Construction 11555 Dublin Blvd. Dublin, CA 94568	Mike Kloos (925) 829-9220	Build cast-in-place box girder bridge over Rte 99, widening 4 steel girder bridges and one concrete T-beam bridge. Constructing retaining walls, sound walls, and drainage system.	Apr-05	Feb-08	\$13,975,296	\$16,063,066	Subcontract
2039	Route 99 Improvements and Widening near Kingsburg and Selma	06-350704	CALTRANS 1352 W. Olive Ave. Fresno, CA 93728	John Woods (559) 243-8391 john.woods@dot.ca.gov	Widen and Rehabilitate Freeway. Widen 5 Bridges, PCC Slab Replacement, PCC Paving	Nov-05	Feb-08	\$57,672,520	\$59,689,791	Prime
1020	San Francisco-Oakland Bay Bridge Skyway	04-012024	CALTRANS 111 Grand Avenue Oakland, CA 94612	Doug Coe (510) 822-5101 doug.coe@dot.ca.gov	Construct two precast segmental bridges that will connect a future Self-Anchored Suspension (SAS) span with the city of Oakland.	Jan-01	Mar-08	\$1,043,541,000	\$1,188,978,022	Joint Venture Kiewit FCI Manson
3050	Camino del Norte Widening	421110	NCC, L.P. 10815 Rancho Bernardo Rd., Ste 310 San Diego, CA 92127	Gregor Connors (858) 674-1300	Roadway construction, concrete structures, roadway excavation, earthwork & masonry walls	Aug-06	Apr-08	\$11,566,857	\$11,572,782	Prime
3058	Lake Hodges Bicycle / Pedestrian Bridge - Phase 2	N/A	San Dieguito River Park Authority 18372 Sycamore Creek Rd. Escondido, CA 92025	Susan Carter (858) 674-2270 susan@sdrp.org	Construction of a three-span, prestressed concrete stress ribbon bridge structure, approximately 990 feet long consisting of precast concrete deck panels.	Aug-07	Jun-08	\$6,679,275	\$6,677,289	Prime
2049	Emergency Levee Repairs	07-RM75.1-01	Reclamation District 1000	Gene Russel (916) 922-1449	Emergency Levee Repair	Aug-07	Oct-08	\$1,865,961	\$2,433,827	Prime
3049	Pacific Street Bridge over San Luis Rey River	501.737556	City of Oceanside 300 North Coast Highway Oceanside, CA 92054	David Toschak (760) 801-0738 dtoschak@ci.oceanside.ca.us	Construction of four span cast in place concrete box girder bridge across San Luis Rey River	Sep-06	Oct-08	\$18,918,319	\$18,850,536	Prime
2055	Hwy 99 at Ave 12 N/B Offramp Widen	06-0C5204	California Dept. Of Transportation (Caltrans) 505 N St. Fresno, CA 93721	Alan Vong (559) 243-3856 alan.vong@dot.ca.gov	Widen NB offramp, Remove and Replace Existing Concrete Barriers and Install New Signal Light at Intersection of NB offramp and Avenue 12	Nov-07	Dec-08	\$1,108,201	\$1,172,437	Prime
3060	I-15 Interim Rapid Bus Transit Stations	BUS-1201505	SANDAG 401 B. Street, Suite 800 San Diego, CA 92101-4231	Ralph Tharp (619) 699-1900 rth@sandag.org	Construction of interim rapid bus transit stations.	Nov-07	Dec-08	\$14,922,296	\$18,624,723	Prime
2040	Route 70,149 Improvements in Butte County near Oroville	03-3822V4	CALTRANS 703 B St. Marysville, CA 95901	Steve Harvey (530) 533-4164 (530) 218-8963 steve.harvey@dot.ca.gov	Construction of (10) new bridges on CIDH pile foundations, install drainage systems (storm water). Roadwork, widening, and related.	Jan-06	Jan-09	\$81,784,984	\$86,454,560	JV/Granite Construction
3017	Route 15 Camino del Norte to Rancho Bernardo	11-080914	CALTRANS 4050 Taylor Street San Diego, CA 92110	Paul Hsu (619) 688-3157 paul.y.hsu@dot.ca.gov	Construct managed lanes.	Sep-04	Mar-09	\$67,837,529	\$80,253,112	JV w/Balfour Beatty
2063	Bear River Canal	08-01	South Sutter Water District 2464 Pacific Avenue Trowbridge, CA 95659	Bradley Arnold (530) 656-2242 sswd@hughes.net	Construct new Diversion Structure with Radial Gates, excavate 2,000 l.f. of new canal and associated work to accommodate planned highway relocations.	Oct-09	Apr-09	\$595,000	\$601,824	Prime

**Flatiron - Additional Completed Projects - Past 10 Years**

Flatiron Job #	Project Name	Contract #	Client	Reference	Description of Work	Start Date	Completion Date	Initial Contract Value	Final Contract Value	Prime/JV
2058	Hwy 41 Coarsegold Intersection Improvements	06-0A4004	CALTRANS 1352 W. Olive Ave. Fresno, CA 93728	John Woods (559) 243-8391 john.woods@dot.ca.gov	Widen Intersection (Roadway Excavation, Class II AB, Underground and AC Paving) and install signals	May-08	May-09	\$1,069,694	\$1,100,518	Prime
2062	Annual AC Overlay Pavement Repair	07-144-38-286	City of San Leandro 835 East 14th St. San Leandro, CA 94577	Kenneth Joseph (510) 577-3428 kjoseph@sanleandro.org	Annual AC Pavement Overlay Repair Throughout the City	Sep-09	Jul-09	\$1,881,909	\$1,851,149	Prime
2054	San Jose International Airport TAJIP Overcrossings	9500620	Hensel Phelps		Design/Build (2) bridges (South Loop and Bypass Loop). Combined PT Box-Girder Bridge on P/C Pile & Concrete footing, Slab bridge on P/C Concrete Octagon Pile (extended), and Retaining Walls.	Jan-08	Jul-09	\$13,355,000	\$11,351,970	Sub
2067	San Mateo Bridge Emergency Repairs	04-0G5504	CALTRANS 111 Grand Avenue Oakland, CA 94612	Stanley Ng (510) 286-5155 stanley.ng@dot.ca.gov	Emergency repair work to the San Mateo Bridge	Apr-09	Aug-09	\$500,000	\$691,090	Prime
3081	Shaw Lorenz Bridge	Contract #701332-0149/0120/0125/0110-70	Pardee Homes 12628 High Bluff Drive, Suite 100 San Diego, CA 92130	Chris Nichols (858) 461-0824	Construct new bridge.	Nov-08	Sep-09	\$2,505,635	\$2,574,082	Prime
2046	Hwy 99 Widen, Interchange and Overcrossing	06-293304	CALTRANS 505 N. St. Fresno, CA 93721	Hugo Mejia (559) 243-3592 hugo.mejia@dot.ca.gov	Existing Expressway to be Converted to Divided Freeway, including 2 new Cast-In-Place Box-Girder Bridges and Retaining Walls	Oct-06	Oct-09	\$47,134,940	\$48,988,698	Prime
3073	I-15 at Wheaton Springs PCC	Contract 08-4393U4	Las Vegas Paving P.O. 620 North Highlands, CA 95660	Christine Golden (916) 334-1221	Place LCB and PCC on southbound truck ascending lane.	Aug-08	Oct-09	\$5,752,615	\$5,485,226	Sub
2029	I880/Mission Blvd. Interchange	04-2332U4	CALTRANS 111 Grand Avenue Oakland, CA 94612	Maurice El Hage (408) 210-6777 maurice.el.hage@dot.ca.gov	Reconstruct interchange, including demolition of 2 existing bridges, construction of 5 new bridges with driven pile foundations, construction of concrete retaining walls and MSE retaining walls.	Dec-05	Nov-09	\$59,761,945	\$69,191,818	JV - Flatiron / DeSiva Gates
2056	Hwy 80 Emigrant Gap Widen and Concrete Pavement Rehabilitation	03-4A7004	CALTRANS 703 B St. Marysville, CA 95901	Doug Lange (530) 741-4465 doug.lange@dot.ca.gov	Hwy 80 Widen, Concrete Paving, Widen 1 Bridge, Replace 1 Bridge	Feb-08	Nov-09	\$19,997,343	\$21,316,973	Prime
2064	Elk Grove Bridge Replacement	PT0033	City of Elk Grove 8401 Laguna Palms Way Elk Grove, CA 95758	Gary Grunwald (916) 478-2236 ggrunwald@elkgrovecity.org	Replace existing bridge with a concrete slab bridge and construct asphalt concrete approaches	Mar-09	Nov-09	\$1,423,900	\$1,512,319	Prime
3019	Route 15 Via Rancho Parkway, San Diego, CA	11-080924	CALTRANS 4050 Taylor Street San Diego, CA 92110	Faridun Javed (619) 661-6406 faridun.javed@dot.ca.gov	Construct additional lanes, moveable barriers and replace bridges.	Oct-04	Nov-09	\$81,952,560	\$93,210,568	JV w/Balfour Beatty
3048	Route 15, Unit 5, Via Rancho Parkway, San Diego, CA	11-080944	CALTRANS 4050 Taylor Street San Diego, CA 92110	Richard Breyer (760) 473-2489 richard.breyer@dot.ca.gov	Construct additional lanes, moveable barriers and replace bridges.	Sep-06	Nov-09	\$50,205,981	\$51,090,705	Prime
2060	West Valley College Sitework	8-0809	West Valley Mission Community College District	Gogo Heinrich (408) 510-87595	Remove paving, excavate for utilities, backfill unpaved areas with spoils, off-haul and dispose of spoils and waste from excavations, restore paved areas	Jun-09	Nov-09	\$402,636	\$330,124	Subcontract
2061	Hwy 80 Concrete Paving Subcontract to Sierra Nevada Construction	10513-0008	Sierra Nevada Construction Box 50760 NV 89435	PO Sparks, Paul Shogren (775) 355-0420	PCC Paving of the No. 1 Lane & Left Shoulder of Hwy 80	Aug-09	Nov-09	\$733,200	\$744,066	Subcontract
2052	Mayhew Slough Levee Repair and Drain Structure	W91238C 07-B-0002	US Army Corps of Engineers	Eric Samuels (916) 557-5367	Emergency Levee Repair Drain Structure	Aug-07	Dec-09	\$9,538,000	\$13,847,235	Prime
3070	Seismic Retrofit of North Harbor Drive over Navy Estuary	K083623	City of San Diego 1200 Third Avenue, Suite 200 San Diego, CA 92101	Nitsuh Abera (619) 533-4656 naberra@sandiego.gov	Construction of a nine-span post-tensioned concrete slab and T-girders.	Sep-08	Dec-09	\$11,216,857	\$10,813,527	Prime
2066	SFO Cast In Place Concrete - Deck Fill	3.30	Turner Construction SFIA Courtyard 2, PO Box 282869 San Francisco, CA 94128	Pumima Villanueva (650) 821-9391	(Sub-bid to Turner) Cast-In-Place Concrete Decks, Shear Walls, Drill & Bond Dowels	Apr-09	Jan-10	\$5,449,290	\$8,528,139	Prime
2045	I-238/580 Widen and Rehabilitation	04-249044	CALTRANS 111 Grand Avenue Oakland, CA 94612	Bharat Patel (925) 606-4447 bharat.k.patel@dot.ca.gov	Widening and rehabilitate portions of Route 580, Route 880, and Route 238 in and near Hayward and San Leandro in California. Interstate 238 serves as the single east-west freight connector between the San Francisco and Oakland ports and California's agricultural heartland. The	Aug-06	Apr-10	\$90,911,557	\$108,418,043	Prime
3066	Route 215 San Bernardino PCC	Contract 08-007174	MCM Construction, Inc. 19010 Stover Avenue Bloomington, CA 92316	H.D. McGovern (909) 875-0533 hmcgovern@mcmconstruct.com	PCC paving.	Jan-08	Apr-10	\$8,393,100	\$9,137,291	Sub
3090	Rehabilitate Taxiway C	Contract 104026	San Diego County Regional Airport Authority 2320 Stillwater Road San Diego, CA 92101	John Rothnie (760) 735-5087 jrothnie@san.org	Rehabilitation of taxiway - includes surface preparation, full depth removal of taxiway asphalt concrete and concrete pavement and placement of asphalt concrete, concrete pavement and storm drain.	Aug-09	Sep-10	\$22,487,625	\$23,387,130	Prime

# Flatiron - Additional Completed Projects - Past 10 Years

Flatiron Job #	Project Name	Contract #	Client	Reference	Description of Work	Start Date	Completion Date	Initial Contract Value	Final Contract Value	Prime/JV
2074	DWR Sutter Fish Ladder	C51411	State of California Department of Water Resources	Will Hicks (916) 574-2021 / (916) 802-3441 whicks@water.ca.gov	Remove existing fish ladder and culverts. Replace fish ladder and culverts at the entrance to Willow Slough utilizing sheetpile cofferdams and a temporary bridge for access and dewatering of work area.	Jun-10	Oct-10	\$2,967,751	\$3,399,558	Prime
3085	Route 52 Santee, CA	11-2T0104	CALTRANS 4050 Taylor Street San Diego, CA 92110	Mike Moen (619) 995-7335 mike.moen@dot.ca.gov	Construct managed lanes north segment.	Feb-09	Oct-10	\$27,549,289	\$29,060,110	Prime
2077	San Mateo Bridge Repair	04-2G3004	CALTRANS 111 Grand Avenue Oakland, CA 94612	Stanley Ng (510) 286-5155 stanley.ng@dot.ca.gov	Force Account Work (cost + markup) : Repair cracked structural steel beam at bent 285 on the San Mateo-Hayward Bridge, maintain traffic, perform Misc. related road work.	Oct-10	Nov-10	\$166,775	\$166,775	Prime
2068	Route 99/145 Interchange, Overlay and Bridge Widen	06-407214	CALTRANS 1352 West Olive Ave. Fresno, CA 93728	Mike Weber (559) 897-7224 / (559) 246-9422 michael.weber@dot.ca.gov	Install temporary traffic control devices, remove bridge portion, widen roadway, widen bridge, install signalization at 3 locations & re-strip.	May-09	Dec-10	\$3,966,959	\$5,302,415	Prime
2076	A/C Overlay on Road 132	24750	County of Tulare Resource Management Agency	Mario Pulido (559) 624-7000 mpulido@co.tulare.ca.us	Base repairs, overlay, striping and shoulder backing material.	Oct-10	Dec-10	\$1,865,730	\$1,826,740	Prime
3042	Route 5 Buena Park from Orangethorpe to Artesia, CA	12-101674	CALTRANS 3337 Michelson Drive, Suite 380 Irvine, CA 95612	Bill Gilchrist (949) 279-8438 bill.gilchrist@dot.ca.gov	Construct 6 bridges, 29 retaining walls and 1 pump station along I-5.	Apr-06	Jan-11	\$201,352,369	\$203,897,152	JV w/Balfour Beatty
3093	Valley Center Road Bridge Over San Luis Rey River	529182	County of San Diego 10089 Willow Creek Road, Suite 150 San Diego, CA 92131	Rey Nocon (858) 740-4700 rnocon@simonwongeng.com	Bridge construction.	Jun-09	Jan-11	\$6,317,062	\$7,011,841	Prime
2065	Hazel Avenue Bridge Replacement	4010	Sacramento County 700 H St. Sacramento, CA 95814	Thor Lude (916) 875-2728 / (916) 215-2312 ludet@sacounty.net	Widen existing bridge, modifications to two bridges and install prefabricated pedestrian bridge.	Mar-09	Feb-11	\$20,110,156	\$23,896,453	Prime
2072	Hwy 198 Lemoore A/C Overlay	06-490004	CALTRANS 8530 West Roosevelt Ave., Visalia, CA 93291	Dave Ontiveros (831) 579-1337 david.ontiveros@dot.ca.gov	4,000 tons of HMA base repairs and 13,000 tons of rubberized HMA. Crack sealing, AC dike, striping, minor amounts of metal beam guard rail & shoulder backing.	May-10	Apr-11	\$1,751,027	\$1,855,615	Prime
2057	Sacramento Airport - Airside Concrete Paving	TMP CTB-A00	Sacramento County 6900 Airport Blvd. Sacramento, CA 95836	Leonard Takayama (916) 874-0771 takayamal@sacounty.net	PCC Paving, Striping, Signing and Electrical for new taxiways and aprons. Pile Driving for new concourse building. Construct Bridge for Automated People Mover (APM). Construct Underground Tug Tunnel.	Jun-08	May-11	\$47,123,302	\$49,682,730	JV with Turner Construction 32%
2080	Hwy 41 Cold in Place Recycle and Overlay	06-0H0004	CALTRANS 8530 Roosevelt Ave Visalia, CA 93291	Haidar Haddadin 559-243-3599 haidar.haddadin@dot.ca.gov	Cold in Place recycling of existing asphalt pavement and HMA overlay.	Apr-11	Jul-11	\$1,095,772	\$1,253,988	Prime
2073	Contra Costa Fish Screen P3	R10PC20R32	BUREAU OF RECLAMATION 2800 Cottage Way Sacramento, CA 95825	Joshua Stuart 916-978-4302 jstuart@usbr.gov	Construct new fish screen facility for the Contra Costa Canal at Rock Slough. Work includes dewatering the existing canal behind sheetpile cutoff walls previously installed. Excavate existing levees and widen the channel to accommodate the fish screen structure. The Fish Screen	Jun-10	Aug-11	\$12,682,255	\$14,025,512	Prime
3075	Route 15 South Segment, Unit 1	11-2T0914	CALTRANS 4050 Taylor Street San Diego, CA 92110	Gus Silva (619) 688-1497 gustaf.silva@dot.ca.gov	Construct managed lanes south segment.	Jun-08	Oct-11	\$50,031,930	\$56,461,891	Prime
2051	Hwy 880-92 Interchange Reconstruction	04-016014	CALTRANS 111 Grand Avenue Oakland, CA 94612	Ta Seng (925) 766-5224 ta.seng@dot.ca.gov	Interchange Reconstruction at Hwy 880 and Hwy 92 in Hayward, CA	Sep-07	Nov-11	\$138,000,000	\$157,886,823	JV/Granite Construction
3037	Route 5 PCC Replacements, Glendale & Burbank, CA	07-193104	CALTRANS 100 South Main St. 3rd Floor, MS-7 Los Angeles, CA 90012	Maher Subeh (818) 637-2506 ext. 229 maher.subeh@dot.ca.gov	Replace existing PCC pavement with rapid strength PCC.	Dec-06	Nov-11	\$44,308,849	\$44,793,341	Prime
3043	Exposition Light Rail	1-06	Exposition Metro Line Authority 707 Wilshire Blvd, Suite 3400 Los Angeles, CA 90017	Bud Gandy (213) 243-5571 bgandy@exporail.net	Construct 77 miles of double track light rail.	Mar-06	Nov-11	\$471,441,336	\$690,666,208	JV w/Fluor Enterprises and Parsons
3105	West Conveyance Pipeline - Phase 1	Contract 359PLW	Mojave Water Agency 22450 Headquarters Drive Apple Valley, CA 92307	Lorri Steely (760) 946-7020 lsteely@mojavewater.org	Construction of approximately 36 k of 42"-18" CML&C Water Main and appurtenances , open field and rural city streets. Bores under Hwy 395, I 15 and BNSF RR.	Jul-10	Nov-11	\$7,804,914	\$8,418,173	JV w/C.M. Peich
3068	Route 15 South Segment, Unit 3	11-2T0934	CALTRANS 4050 Taylor Street San Diego, CA 92110	Harwell Ontoy (619) 688-3156 harwell.ontoy@dot.ca.gov	Construct managed lanes south segment.	Apr-08	Dec-11	\$67,618,827	\$73,584,436	Prime
2079	Point Bonita Light House Pedestrian Bridge Replacement at Marin Headlands	DTFH68-11-C00008	US DOT FEDERAL HIGHWAYS 12300 West Dakota Ave Lakewood, CO 80228	Pat Flynn 303-884-8970 720-963-3090	Remove existing Pt. Bonita Lighthouse pedestrian bridge and replace with new 156' long suspension ped bridge. Schedule A-Design Segment awarded, permanent material along with schedule X & Y (construction) awarded as original design contract modifications.	Mar-11	Feb-12	\$1,900,000	\$1,863,442	Prime
2082	Eureka Road & I-80 Improvements	20004-6130/01250245	City of Roseville 311 Vernon Street Roseville, CA 95678	Nina Buelna 916-746-1300 rbuelna@roseville.ca.us	Bridge and Road Widening.	Jul-11	Apr-12	\$4,798,457	\$4,917,318	Prime

**Flatiron - Additional Completed Projects - Past 10 Years**

Flatiron Job #	Project Name	Contract #	Client	Reference	Description of Work	Start Date	Completion Date	Initial Contract Value	Final Contract Value	Prime/JV
3101	Bridge 207.6 Replacement	Contract 5001298	SANDAG 401 B. Street, Suite 800 San Diego, CA 92101-4231	Steve Hoyle (760) 518-8715 SHO@sandag.org	Replacement of approximately 532 lineal feet of the northerly timber trestle bridge with new pre-cast concrete spans on CIDH piles and cast-in-place concrete bent caps.	Sep-10	Apr-12	\$4,822,000	\$4,349,531	JV w/Herzog
3084	Route 18 Big Bear Lake, CA	08-227004	CALTRANS 464 West 4th Street San Bernardino, CA	Ihab Boulos (951) 232-7582 ihab.boulos@dot.ca.gov	Construct new bridge and realign roadway.	Feb-09	Nov-12	\$32,893,779	\$38,401,547	Prime
3125	Route 60 Emergency Project	07A3192	CALTRANS 1727 30th Street Sacramento, CA 95816-7006	Joan Crews (213) 620-4852 joan.crews@dot.ca.gov	Bridge repair.	Dec-11	Dec-12	\$1,000,000	\$1,898,510	Prime
3082	Route 15 North Segment, Unit 1	11-2T0814	CALTRANS 4050 Taylor Street San Diego, CA 92110	Richard Breyer (760) 473-2489 richard.breyer@dot.ca.gov	Construct managed lanes north segment.	Dec-08	Jan-13	\$46,599,284	\$50,213,372	Prime
2071	Hwy 198 Hanford	06-3568U4	CALTRANS 8530 West Roosevelt Ave., Visalia, CA 93291	Mike Weber (559) 897-7224 / (559) 246-9422	Convert 2 lane highway into 4 lane Expressway	Nov-09	Mar-13	\$45,178,321	\$51,798,376	Prime
3131	I-15 Ultimate Bus Rapid Transit Stations	5001935	SANDAG 401 B. Street, Suite 800 San Diego, CA 92101-4231	Frank Owsiany (619) 699-6948 FOW@sandag.org  John Dorow (619) 699-1915 JDO@sandag.org	Upgrading existing rapid bus transit stations.	Aug-12	Mar-13	\$2,594,200	\$2,741,485	Prime
3132	Washington Street Access Improvements	104124	San Diego County Regional Airport Authority 2320 Stillwater Road San Diego, CA 92101	Omeiya Salem (619) 400-2227 osalem@san.org	The construction work includes asphalt concrete pavement and Portland Cement Concrete pavement to widen and realign approximately 2,900 feet of Washington Street from Frontage Road to the future Central Receiving and Distribution Center. The project also includes modification of two existing traffic signals, installation of chain link fence security fence, and roadway storm drain system. In addition, the existing electrical and telecommunication services and meters will be relocated; an Airfield access-controlled security gate will be erected; and the future 12KV electrical distribution system infrastructure will be installed.	Jul-12	Apr-13	\$2,873,776	\$3,271,472	Prime
3130	Borden Road Bridge Improvement	88165	City of San Marcos 1 Civic Center Drive San Marcos, CA 92069	Elias Gallegos (760) 744-1050 egallegos@sanmarcos.net	Construction of a two span bridge.	Jul-12	May-13	\$5,606,693.60	\$5,683,611	Prime
2069	Widen Hwy 80 Roseville	03-367834	Caltrans 703 B Street Marysville, CA 95901	Pete Spector 916-416-7547 530-741-4211 pete.spector@dot.ca.gov	Widen Eastbound and Westbound Hwy 80 approximately 2.3 miles from Eureka Ave to 1 mile east of Hwy 65.	Oct-09	Jun-13	\$21,838,386	\$24,829,677	Prime
3102	Taxilane S Improvements	DA-4398	City of Los Angeles / Los Angeles International Airport 1 World Way Los Angeles, CA 90045	Rosa Brice (310) 957-7173 rbrice@lawa.org	Construction of new PCC taxiway and apron.	Mar-10	Jun-13	\$95,866,596	\$108,812,424	Prime
2059	Hwy 65 Bypass	03-3338U4	CALTRANS 703 B St. Marysville, CA 95901	Carl Berexa (916) 624-2769 carl.berexa@dot.ca.gov	Construct 11.7 miles of new 4-lane freeway paved with AC, 17 bridges, and Sound Walls.	Jun-08	Jul-13	\$137,136,250	\$153,258,854	JV/ DeSilva Gates Construction
3124	Route 78 Nordahl Road Overcrossing	11-259804	CALTRANS 4050 Taylor Street San Diego, CA 92110	Faridun Javed (619) 661-6406 faridun.javed@dot.ca.gov	Replacement of left hand turns from the bridge to the highway, provided an additional two feet of clearance, and was also designed to accommodate future SR-78 widening and HOV lanes. The scope of work included demolishing the existing bridge and replacing it with a two-span precast prestressed concrete bulb-type girder on spread footings and 30-inch CIDH concrete piles, constructing five retaining walls, drainage systems, and widening the westbound and eastbound off-ramps to Nordahl Road to include an additional turning lane.	Nov-11	Aug-13	\$9,271,985	\$9,559,443	Prime
3094	Route 905 New Freeway	11-286804	CALTRANS 4050 Taylor Street San Diego, CA 92110	Mike Moen (619) 995-7335 mike.moen@dot.ca.gov	Construct new PCC freeway.	Aug-09	Oct-13	\$57,095,736	\$65,317,296	JV w/Sukut
2070	I-880 High Street	04-165424	CALTRANS 111 Grand Avenue Oakland, CA 94612	Bharat Patel (925) 606-4447 bharat.k.patel@dot.ca.gov	Remove & replace two existing parallel bridges on I-880 over High Street.	Oct-09	Nov-13	\$50,648,177	\$61,099,688	Prime

# Flatiron - Additional Completed Projects - Past 10 Years

Flatiron Job #	Project Name	Contract #	Client	Reference	Description of Work	Start Date	Completion Date	Initial Contract Value	Final Contract Value	Prime/JV
3106	North Torrey Pines Road Bridge Seismic Retrofit	57C-0207	City of Del Mar 1050 Camino del Mar Del Mar, CA 92014	Wade Durant (619) 692-1920 wade.durant@tylin.com	Upgrade and perform a retrofit of the North Torrey Pines Road Bridge in San Diego County, California. This bridge was designated a historic landmark and was eligible for listing on the National Register of Historic Places, was on the California Register of Historical Resources and was designated as a City of Del Mar Historic Landmark, therefore preservation of its historic detail was considered an essential characteristic of the project. The bridge was approximately 570 feet long, 49 feet wide, and as tall as a six story building. It spanned an environmentally sensitive area as well as railroad tracks. The scope of work to bring it up to code included replacing the bridge superstructure and retrofitting and rehabilitating its substructure. This included removing and replacing unsound substructure concrete, soil compaction grouting, constructing two new seat-type abutments on CIDH piles behind the existing abutments, drilling and bonding dowels, adding confinement steel to the tops of all columns, adding shear walls to the bottoms of skewed bents, replacing existing bearings with transverse and longitudinal sliding bearings. The bridge configuration remained the same with one five-foot wide sidewalk, two (one northbound and one southbound) six-foot wide bike lanes, a six-foot median and two 12-foot wide lanes of traffic, one northbound and one southbound.	Dec-10	Dec-13	\$13,380,283	\$15,243,009	Prime
3129	French Valley Parkway	PW07-04	City of Temecula 41000 Temecula, CA	Avlin Odviar (951) 694-6411 Avlin.Odviar@cityoftemecula.com	Freeway/ramp widening and new ramp/arterial road construction. Structures work includes retaining walls (Cantilever and Mechanically Stabilized Earth) and bridge widening and earthquake retrofit.	May-12	Dec-13	\$13,780,138	\$14,828,793	Prime
3142	Alta 10 Bridges	692	Blattner Energy, Inc. 392 County Road 50 Hollister, CA 95023	Amanda Ramler (320) 356-7351 aram@blattnerenergy.com	Construction of two temporary bridges.	Sep-13	Dec-13	\$771,376	\$771,376	Subcontractor
2096/2097	OAB Earthwork Contract	1-Jan	CCIG/ City of Oakland	Cliff Kunkel - Turner ckunkel@ttgflv.com	Earthwork Contract for OAB.	Nov-13	Dec-13	\$14,377,666	\$14,377,666	Flatiron JV Partner
3100	Route 76	11-080104	CALTRANS 4050 Taylor Street San Diego, CA 92110	Ed Fitzgibbon (619) 995-7334 ed.fitzgibbon@dot.ca.gov	Construction new 4-lane highway.	Jan-10	Feb-14	\$61,023,992	\$72,454,989	Prime
3099	Santa Margarita Bridge and Second Main Track	Contract 1141600	SANDAG 401 B. Street, Suite 800 San Diego, CA 92101-4231	Steve Hoyle (760) 518-8715 SHO@sandag.org	Removal of existing steel truss bridge and wooden trestle over Santa Margarita River. Construction of new CIP concrete box girder bridge and new pre-cast concrete box girder trestle.	Feb-10	Mar-14	\$26,276,287	\$26,276,287	JV w/ Herzog
3127	Sorrento to Miramar Double Track, Phase 1	5001827	SANDAG 401 B. Street, Suite 800 San Diego, CA 92101-4231	Rey Necon (658) 740-4700 mocon@simonwongeng.com	Flatiron was the managing partner of a joint venture with H&H Engineering Construction, Inc. which was awarded the contract for construction of the Sorrento to Miramar Double Track Phase One Project, San Diego, California. The project is the first of two phases of construction that will help speed passenger and freight rail services by straightening the slowest, steepest, and highest curve territories of any segment on the LOSSAN corridor (the Los Angeles-San Diego-San Luis Obispo rail corridor). That stretch of single track between Sorrento Valley and Miramar Road caused a significant bottleneck to rail traffic. Due to the sharp curves and steep grade, train speed there was restricted to 25 miles per hour. The project improved schedule reliability by increasing train speeds and allowing passenger and freight trains traveling in opposite directions to pass each other. Flatiron was responsible for construction of the new alignment, steel trestle double-track bridge, and retaining walls; H&H was responsible for track installation. The scope of this contract included constructing 1.5 miles of new track, including crossovers and turnouts, parallel to the existing line from south of Sorrento Valley Boulevard to east of Interstate 805. Crews demolished a 1940s era wooden trestle bridge and replaced it with a new double-track bridge. The 140-foot long steel trestle double-track bridge was built on cast-in-place abutments and founded on driven steel pipe. To straighten the curvature of the current track alignment, crews constructed ten retaining walls and embankments along the project.	May-12	Apr-14	\$24,747,777	\$25,012,487	JV w/ H & H Engineering
3136	Replace Approach Slabs in Various Locations	11-283604	CALTRANS 4050 Taylor Street San Diego, CA 92110	Dan Juarez (858) 688-1501 dan.juarez@dot.ca.gov	Replace bridge approach slabs on 6 different highways through San Diego County.	Jan-13	May-14	\$13,511,170	\$12,261,459	Prime
3098	Route 110 Auxiliary Lanes	07-2411U4	CALTRANS 100 S. Main Street Los Angeles, CA 92402	Ragy Samy (626) 572-6700 ragy.samy@dot.ca.gov	Construct auxiliary lanes and modify ramps.	Dec-09	May-14	\$19,137,506	\$25,492,315	Prime

**Flatiron - Additional Completed Projects - Past 10 Years**

Flatiron Job #	Project Name	Contract #	Client	Reference	Description of Work	Start Date	Completion Date	Initial Contract Value	Final Contract Value	Prime/JV
3143	Harmony Grove Village Parkway Bridge	14L0019095	Standard Pacific Corp. 2739 Country Club Drive Escondido, CA 92029	Tim Wellman (760) 443-6082 TWellman@stanpac.com	Grading, bridge, underground and street improvements.	Sep-13	Jun-14	\$2,981,726	\$2,981,726	Subcontractor
3140	Wing Avenue Flood Control Improvements	5921	County of San Diego 5500 Overland Avenue Suite 270 San Diego, CA 92123	Bill Morgan (858) 344-5859 william.morgan@sdcouny.ca.gov	Increase capacity of existing channel configuration by resurfacing the existing channel and replacement of existing reinforced concrete box culverts.	Jun-13	Aug-14	\$5,522,833	\$5,707,705	Prime
2075	Design-Build Oakland International Airport Connector	012K-110	Bay Area Rapid Transit District (BART)	Tom Dunscombe (510) 287-4822 tdunsco@bart.gov	Design Build 3.2 miles of guideway, two stations, a maintenance facility and supply and install APM system. Two miles elevated in the street median, 500 feet in cut and cover tunnel with the remainder at grade. Crosses RR and freeway and adjacent airport roads.	Sep-10	Oct-14	\$361,022,150	\$361,022,150	JV/Parsons
3133	Route 76/15 Separation	11-257144	CALTRANS 4050 Taylor Street San Diego, CA 92110	Jared Corbitt (619) 971-2488 jared.corbitt@dot.ca.gov	Modify and widen interchange.	Oct-12	Oct-14	\$19,648,515.20	\$23,320,836	Prime
2094/2095	OAB - Paving & Wicking Contract	1-Jan	CCIG/ City of Oakland	Cliff Kunkel - Turner ckunkel@ftgfv.com 510-267-8100	Paving and Wick Drains for OAB.	Nov-13	Oct-14	\$11,858,673	\$11,858,673	Flatiron JV Partner
2083	Carpenter Road Bridge Seismic Upgrades Modesto	2012-02 Fed Aid BRLSZA-5059(054)	City of Modesto Utility Planning and Project Director P.O. Box 642 Modesto, CA 95353	Vickey Dion 209-571-5542 vdion@modestogov.com	Seismic improvements to Carpenter Road Bridge and Roadway. Existing bridge abutment and hinge retrofit, bridge railing and deck overhang removal, reinforced concrete bridge construction, CIDH pile construction below ground water, cofferdam construction and removal, develop.	May-12	Nov-14	\$8,195,135	\$8,422,947	Prime
3126	Route 60/605 Separation to Route 57/60 Separation	07-286904	CALTRANS 100 Main Street Los Angeles, CA 90012	Joe Doughly (909) 584-4270 joe.doughly@dot.ca.gov	Replace PCC slabs & electrical loops and grind pavement.	Apr-12	Jan-15	\$67,665,955	\$71,569,778	Prime
3128	Route 5 Santa Clarita	07-2332A4	CALTRANS 100 Main Street Los Angeles, CA 90012	Abdul Al-jamal (818) 367-2760 abdul.al-jamal@dot.ca.gov	Widen roadway and bridges with PCC and construct retaining walls.	May-12	Feb-15	\$43,630,802	\$51,277,742	Prime
3118	Route 101 Santa Maria	05-445904	CALTRANS 50 Higuera Street San Luis Obispo, CA 93401	Patrick Stimson (805) 348-3533 patrick.stimson@dot.ca.gov	Widening of the Santa Maria River bridge on State Route 101 in Santa Barbara and San Luis Obispo Counties in and near Santa Maria from 0.5 Miles North of the Santa Maria Connector to Route 101/166 in California. The purpose of the project was to relieve traffic congestion and improve.	Oct-11	Mar-15	\$30,865,199.98	\$34,038,011	Prime
2085	Hwy 99 Merced	10-415704	CALTRANS 1976 East Charter Way Stockton, CA 95205	Kewal Virk (209) 826-7953 (559) 675-5272 kewal.virk@dot.ca.gov	Construct freeway interchange and bridges on state highway in Merced County near Merced from Buchanan Hollow Road to 0.3 miles north of McHenry Road	Jul-12	Apr-15	\$66,568,275	\$70,515,547	JV w/Teichert as Lead
2084	Hwy 80 Oakland Touchdown	04-0120M4	CALTRANS 111 Grand Avenue Oakland, CA 94612	Jeanne Balderramas 510-385-6915 jeanne.balderramas@dot.c	Construction on State Highway in Alameda County in Oakland From 1.6 KM West of the Toll Plaza to 0.3 KM West of the Toll Plaza.	Jun-12	Sep-15	\$29,991,639	\$72,003,232	Prime
3141	Cow Camp Road Phase 1A/1B Bridge, SMWD and Road Improvements	13005	RMV PA2 Development, LLC 28811 Ortega Highway San Juan Capistrano, CA 92675	Scott Leetow (949) 240-3363 SLeetow@ranchomv.com	Bridge improvements, grading, and storm drain improvements, wet utilities, water, reclaimed sewer, irrigation, dry utility improvements, street improvements including asphalt concrete and traffic signalization.	Aug-13	Sep-15	\$21,521,649	\$21,521,649	Subcontractor
3151	Cow Camp Phase 1B SMWD	035C-1042	RMV PA2 Development, LLC 28811 Ortega Highway San Juan Capistrano, CA 92675	Scott Leetow (949) 240-3363 SLeetow@ranchomv.com	Construction of Sewer Lines and Water Lines.	Oct-14	Sep-15	\$1,349,404	\$1,349,404	Subcontractor
3158	SMWD Intertie Station	030C-1123	RMV PA2 Development, LLC 28811 Ortega Highway San Juan Capistrano, CA 92675	Scott Leetow (949) 240-3363 SLeetow@ranchomv.com	Emergency intertie station.	Dec-14	Sep-15	\$286,530	\$286,530	Subcontractor
2101	SFPUC Lower Cherry Aqueduct	HH-974(E)	SFPUC 1145 Market Street San Francisco, CA 94103	Ryan Fitzgerald Contract Administration 415-934-3980	Phase 1 - Clean Tunnels. Clean And patch culvert, provide hydraulic upgrades and temporary instrumentation panel to manually operate Cherry Creek Diversion Dam and install temporary safety structures. Phase 2 - Install and clean pipe to replace open aqueduct, repair tunnels. Replace bridge and widen ramp.	Oct-14	Oct-15	\$14,000,000	\$14,000,000	CM/GC
3135	Route 5/74	12-0E3104	CALTRANS 3337 Michelson Drive, Suite 380 Irvine, CA 95612	Mohammad Ravanipour (949) 279-8407 mohammad.ravanipour@dot.ca.gov		Nov-12	Oct-15	\$24,850,553	\$29,319,667	Prime

**Flatiron - Additional Completed Projects - Past 10 Years**

Flatiron Job #	Project Name	Contract #	Client	Reference	Description of Work	Start Date	Completion Date	Initial Contract Value	Final Contract Value	Prime/JV
3161	Runway, Papa Taxiway, Hanger 2 Apron at MCAS Miramar	N62473-14-D-0045	Department of the Navy Naval Facilities Engineering Command Southwest 1220 Pacific Highway	Paula Conely (858) 577-1230 paula.conely@navy.mil	Repair of damaged airfield paving.	Mar-15	Oct-15	\$2,875,378	\$2,875,378	Prime
3167	Route 8 Cal Sorrento Emergency Project	11A2332	CALTRANS Division of Procurement and Contracts 1727 30th Street Sacramento, CA 95816-7006	Cameron Chaffee (619) 688-3377 cameron.chaffee@dot.ca.gov	Construct subterranean drainage system.	Jul-15	Oct-15	\$281,000	\$281,000	Prime
2098/2099	OAB - Outfall Structure	5-Jan	CCIG/ City of Oakland	Cliff Kunkel - Turner ckunkel@ttgfjv.com 510-267-8100	Wharf Outfall Structure for OAB.	May-15	Oct-15	\$2,700,000	\$2,700,000	Prime
3089	Route 10 HOV Lanes	07-117074	CALTRANS 100 Main Street Los Angeles, CA 90012	Sushil Chaudhari (213) 453-7555 sushilkumar.n.chaudhari@dot.ca.gov	Construct HOV lanes.	Oct-09	Feb-16	\$76,552,567	\$91,324,057	Prime
3159	Route 7 Calexico	11-238404	CALTRANS 4050 Taylor Street San Diego, CA 92110	Shawn Rizzutto (760) 594-2032 shawn.rizzutto@dot.ca.gov	Pavement rehabilitation, replace AC with CRCP.	Dec-14	Feb-16	\$11,134,915	\$11,446,250	Prime
3144	San Onofre to Pulgas Double Track Stage 1	5001515	SANDAG 401 B. Street, Suite 800 San Diego, CA 92101-4231	Steve Hoyle (760) 518-8715 SHO@sandag.org	The work consists in general of providing 4.2 miles of second main track between existing Control Point (CP) San Onofre and a New cross over at a new CP Don.	Jan-14	Jun-16	\$18,833,800	\$18,272,703	JV w/ H & H Engineering
3146	Sorrento Valley Double Track	5004027	SANDAG 401 B. Street, Suite 800 San Diego, CA 92101-4231	Steve Vargo (619) 259-9805 svargo@kleinfelder.com	The work consists of construction of a second main track and associated bridge, retaining wall, culvert, embankment protection and drainage work.	Feb-14	Jun-16	\$17,559,500	\$18,579,627	JV w/ H & H Engineering
3147	South Line Freight Improvement	5004301	SANDAG 401 B. Street, Suite 800 San Diego, CA 92101-4231	Steve Hoyle (760) 518-8715 SHO@sandag.org	The work consists of improvements on the South Line (MTS Blue Line) in the City of Chula Vista between J Street and the Otay River Bridge. Proposed work includes construction of track infrastructure including rail and tie replacement, reconstruction of the highway grade crossing at L	Jan-14	Jun-16	\$18,345,678	\$18,552,505	JV w/ H & H Engineering
3103	Route 5 from North of Sheldon St. to 5/118 to 5/170	07-1219U4	CALTRANS 100 Main Street Los Angeles, CA 90012	Emile Eid (213) 276-2054 emile.eid@dot.ca.gov	Construct HOV slabs, connectors and replace slabs.	Jul-10	Jul-16	\$95,866,596	\$103,519,184	Prime
3139	Blue Line Station Improvements	5001933	SANDAG 401 B. Street, Suite 800 San Diego, CA 92101-4231	Steve Hoyle (760) 518-8715 SHO@sandag.org	Trolley Station, Transit Center, and Track Reconstruction and Upgrades between the San Diego Trolley Line and San Ysidro Intermodal Transit Center.	Jul-13	Sep-16	\$57,881,145	\$69,006,234	Prime
3152	San Vicente Road Improvement	1009592	County of San Diego 5500 Overland Avenue Suite 270 San Diego, CA 92123	Ted Kautzman (858) 805-1200 ted.kautzman@sdcounty.ca.gov	Realignment of San Vicente Road with utility undergrounding. Major work scopes are earthwork, waterline, box culverts, and AC Paving.	Sep-14	Dec-17	\$22,615,403	\$25,843,166	Prime
2103	Orwood Rd Bridge Replacement	County Project No: 0662-6R4076 Fed Aid No: BRLO 5928(045)	Contra Costa County Public Works 255 Glacier Drive Martinez, CA 94553 Phone 925-313-2000 Contact: Neil Leary, Project Sr Engineer	CM Firm: Hanna Group 855 Marina Bay Parkway, Suite 25 Richmond, CA 94804 Cell Phone: 415-717-9101 Contact: Nick Panayotou,	Replacement of the Orwood Rd Bridge structure and reconstructing the roadway approaches on Orwood Rd at Werner Dredged Cut and the Orwood Resort in Brentwood, CA.	Jun-15	Dec-16	\$7,984,449	\$7,984,449	Prime
2090	Smith River Bridge	CA PFH 112-1(3)	Fed Highways Administration Central Federal Lands Highway Div. 12300 W. Dakota Ave, Ste 360 Lakewood, CO 80228	Wendy Longley wendy.longley@dot.gov 720-963-3394	CM/GC project to Design and construct the South Fork Smith River Road Bridge.	May-15	Oct-16	\$10,000,000	\$10,000,000	CM/GC
2091	Rte 199 Gasquet Bridge	01-479404	Caltrans 6301 North State Street Ukiah, CA 95482	Karen Sanders, RE Karen.Sanders@dot.ca.gov 707-464-9157 Office 707-498-4009 Cell	Contract awarded in January 2014. Project is currently on hold by Caltrans due to environmental permitting issues that were not completed prior to contract award.	Mar-14	Jan-16	\$13,624,157	\$1,419,466	Prime
3153	Yesler Terrace Early Infrastructure	4584	Seattle Housing Authority 190 Queen Anne Avenue N Seattle, WA 98109	Lori Stehlik (206) 615-3478 lori.stehlik@seattlehousing.org	Project consists of 3 packages: --Early Infrastructure; installs new utilities and new/rebuilt city streets --Hill Climb; builds a stair case and bicycle ramp climbing 60' in elevation through a critical slope area --Site Demo and Rough Grading; removes existing home foundations and light infrastructure and regrades the sites for future development	Aug-14	May-16	\$12,029,000	\$12,029,000	Prime
3168	Route 5 Rio Hondo Bridge Emergency Project	07A3885	CALTRANS Division of Procurement and Contracts 1727 30th Street Sacramento, CA 95816-7006	Kevin Bui (562) 572-5983 kevin.bui@dot.ca.gov	Repair all fire damage sustained to Bridge 53-639 Rio Hondo.	Jul-15	May-16	\$3,000,000	\$3,000,000	Prime
3144	San Onofre to Pulgas Double Track Stage 1	5001515	SANDAG 401 B. Street, Suite 800 San Diego, CA 92101-4231	Steve Hoyle (760) 518-8715 SHO@sandag.org	The work consists in general of providing 4.2 miles of second main track between existing Control Point (CP) San Onofre and a New cross over at a new CP Don.	Jan-14	Jun-16	\$18,833,800	\$18,833,800	JV w/ H & H Engineering
3147	South Line Freight Improvement	5004301	SANDAG 401 B. Street, Suite 800 San Diego, CA 92101-4231	Steve Hoyle (760) 518-8715 SHO@sandag.org	The work consists of improvements on the South Line (MTS Blue Line) in the City of Chula Vista between J Street and the Otay River Bridge. Proposed work includes construction of track infrastructure including rail and tie replacement, reconstruction of the highway grade crossing at L Street, installation of new special trackwork modifications to existing special trackwork.	Jan-14	Jun-16	\$18,345,678	\$18,345,678	JV w/ H & H Engineering
2087	Hwy 101 Willits Bypass	01-262004	Caltrans 6301 North State Street Ukiah, CA 95482	Geoffrey Wright (707) 498-4355 geoffrey.wright@dot.ca.gov	Hwy 101 Willits Bypass	Feb-13	Feb-17	\$107,968,215	\$172,902,457	Flatiron led JV with DeSilva FWI JV Portion \$68 Mil



# Flatiron - Additional Completed Projects - Past 10 Years

Flatiron Job #	Project Name	Contract #	Client	Reference	Description of Work	Start Date	Completion Date	Initial Contract Value	Final Contract Value	Prime/JV
3154	Route 5 Cockleburr to SD County Line	11-406704	CALTRANS 4050 Taylor Street San Diego, CA 92110	Mohammed Khan (858) 720-2111 mohammed.khan@dot.ca.gov	PCC rehabilitation including PPCP, JPCP (RSC), and approach slabs.	Sep-14	Feb-17	\$33,410,524	\$37,386,825	Prime

**Flatiron - Current Projects**

Flatiron Job #	Project Name	Contract #	Client	Reference	Description of Work	Contract Award Date	Estimated Completion Date	Initial Contract Value	Prime/JV
2078	Presidio Parkway P3 Design-Build	04-1637U4	CALTRANS 111 Grand Avenue Oakland, CA 94612	Skip Sowko 622 0814 skip.sowko@dot.ca.gov	(510) P3 D/B Project: Eight new bridges, three cut and cover tunnels, roadway, detours, landscaping, earthwork, demolition, relocation and salvage of historic buildings	Jan-11	Sep-16	\$254,028,000	JV/Kiewit
2081	Calaveras Dam Replacement	WD-2551	SFPUC 1145 Market Street San Francisco, CA 94103	Dan Wade 415-554-1853 415-554-3289 dwade@sfpwater.org	The Dragados USA, Inc / Flatiron West, Inc / Sukut Construction, Inc Joint Venture was awarded this contract for the Calaveras Dam Replacement Project in the City of Sunol, County of Alameda, California to repair, replace, and seismically upgrade the aging pipelines, tunnels and reservoirs in the Hetch Hetchy Regional Water District. The construction of the new earthen dam included the excavation of over 4 million cubic yards out of the foundation and left/right abutments to set the core of the dam on a solid rock foundation; dam embankment consisting primarily of clay, sandstone, and hard rock materials generated from onsite borrow sites, and chimney drain rock imported from offsite quarries; new 20-foot diameter x 180-foot deep intake shaft and connection adit tunnel to connect the new shaft to the existing shaft and intake adits at three underground tunneling locations, and abandon the existing shaft; construction of prefabricated steel bridge over spillway was built offsite and then hoisted in place over concrete foundations.	Aug-11	Sep-17	\$259,571,850	Dragados/Flatiron/Sukut JV
2102	Embarcadero Bridge Replacement	G121810	City of Oakland 250 Frank H. Ogawa Plaza Oakland, CA 94612 510-238-7270	Nader Rabahat nrabahat@oaklandnet.com 510-238-6605	Replacement of the Embarcadero Bridge over the Lake Merritt Channel in downtown Oakland.	NTP Pending	May-17	\$16,399,527	Prime
2104	CA HSR Construction Package 2-3 (CP 2-3)	HSR- 13-57	California High Speed Rail Authority 770 L Street, Suite 1160 Sacramento, CA 95814 Phone 916-324-1541	Authority Authorized Representatives: Jorge Granados, PE as Construction Manager Kiran Vohra (213) 485-4935 kiran.vohra@lacity.org	Major work elements include construction of at-grade, aerial and possible below grade sections of high-speed train alignment, construction of at-grade, aerial, and possible below grade sections of high speed train, relocation of existing BNSF tracks for approximately 5.5 miles, possible reconstruction and realignment of Riverside Drive including new bridge construction.	Design Phase Jun 2015 to Jun 2016	Jun-20	\$1,365,335,890	Dragados/Flatiron Joint Venture 50/50 Split
3116	Riverside Drive Viaduct Over Los Angeles River	E700002F & E700301F	City of Los Angeles 200 North Spring Street Los Angeles, CA 90015	Kiran Vohra (213) 485-4935 kiran.vohra@lacity.org	Reconstruction and realignment of Riverside Drive including new bridge construction.	Jul-11	Jun-17	\$38,895,057	Prime
3119	Route 5 Carmenta	07-2159C4	CALTRANS 100 Main Street Los Angeles, CA 90012	Peter Lee (562) 401-3333 ext. 228 peter.m.lee@dot.ca.gov	Widen and realign freeway with PCC and widen CIP PS concrete bridges.	Nov-11	Nov-17	\$88,565,398	Prime
3134	Route 5 Silverbow	07-215934	CALTRANS 100 Main Street Los Angeles, CA 90012	Sam Frempong (562) 345-9865 sam.frempong@dot.ca.gov	Widen and realign freeway and construction pedestrian overcrossing, overcrossing and undercrossing structures.	Nov-15	Aug-17	\$74,580,829	Prime
3138	Orangethorpe Avenue Railroad Grade Separation	C-2-1475	OCTA 550 Main Street Orange, CA 92663	Jay Gabrielson (714) 560-5981 jgabrielson@octa.net	Reconstruction of Orangethorpe Avenue to allow for railroad grade separation in the Cities of Anaheim and Placentia in Orange County, California. This project, which will elevate the four-lane Orangethorpe Avenue over the BNSF railway tracks to separate rail and roadway traffic - will eliminate traffic delays, result in greater driver/pedestrian safety, shorter emergency response times, allow for easier business access, and improve air and noise conditions. The scope of work included constructing four bridges including construction of a new single-span precast prestressed wide flange girder bridge approximately 295 feet in length and 110 feet wide; replacement of an existing bridge with a single span cast-in-place prestressed concrete box girder bridge approximately 167 feet long and varying widths of up to 86 feet wide; replacement of an existing bridge with a single span precast prestressed concrete girder bridge approximately 72 feet long and 110 wide; construction of a single span precast prestressed concrete voided slab bridge approximately 37 feet long and 20 feet wide; thirteen retaining walls - almost one linear mile - consisting of mechanically stabilized earthwork, cast-in-place reinforced concrete, and combination walls, laying down over one mile of reinforced concrete drain pipe, re-locating a 72-inch pipeline and connecting to the existing system; placing asphalt concrete and PCC pavement; and placing sewer pipe.	Jun-13	Apr-17	\$45,137,137	Prime
3148	Route 101 Goleta	05-0G0704	CALTRANS 50 Higuera Street San Luis Obispo, CA 93401	Michael Mortensen (805) michael.mortensen@dot.ca.gov	Widen freeway, ramps, bridges.	Feb-14	Jul-17	\$16,629,374	Prime
3149	Raymond Avenue Grade Separation	45390	City of Fullerton 303 West Commonwealth Avenue Fullerton, CA 92832-1775	Yelena Voronel (714) 738-6852 yelenav@ci.fullerton.ca.us	Construction of grade separation to lower Raymond Avenue under the BNSF tracks and offset the Raymond Avenue centerline 10 feet to the west. Work includes street improvements, bridges, retaining walls, drainage, utilities signal and lighting.	Jul-14	Nov-17	\$46,416,872	Prime

**Flatiron - Current Projects**

Flatiron Job #	Project Name	Contract #	Client	Reference	Description of Work	Contract Award Date	Estimated Completion Date	Initial Contract Value	Prime/JV
3150	I-15 / Base Line Road Interchange	C14162	SANBAG 1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410	Nabil Fraywat (951) 782-8010 nabil.fraywat@arcadis-us.com	Bridge work, retaining walls, earthwork, PCC paving, CIDH piling, electrical and utilities.	Aug-14	Apr-17	\$26,907,000	Prime
3152	San Vicente Road Improvement	1009592	County of San Diego 5500 Overland Avenue Suite 270 San Diego, CA 92123	Ted Kautzman (858) 805-1200 ted.kautzman@sdcocounty.ca.gov	Realignment of San Vicente Road with utility undergrounding. Major work scopes are earthwork, waterline, box culverts, and AC Paving.	Sep-14	Dec-17	\$22,615,403	Prime
3155	Route 5 Avenida Vista Hermosa	12-0F96C4	CALTRANS 3337 Michelson Drive, Suite 380 Irvine, CA 95612	Steve Kinaly (949) 729-8800 steve.kinaly@dot.ca.gov	Add HOV lane in each direction for approx 1.5 miles, Construct 11 each retaining walls, and construct 1 bridge widening.	Sep-14	Dec-17	\$44,312,576	Prime
3156	SR 520 WABN Montlake to Evergreen Pt.	8625	Washington Department of Transportation 600 Stewart Street, Suite 520 Seattle, WA 98101	Brian Dobbins (206) 770-3518 DobbinsB@wsdot.wa.gov	Build 6000 LF bridge over water, North of the existing bridge. The new bridge connects Westbound traffic from the new 520 Floating bridge to land on the Seattle side of Lake Washington. The project also includes demolition of an old museum building, existing bridges and changes to the Montlake Blvd interchange.	Oct-14	Oct-17	\$199,537,371	Prime
3157	Route 138 Phelan	08-3401U4	CALTRANS 464 W. 4th Street San Bernardino, CA 92401	Elvira Lenart (951) 232-8949 elvira.lenart@dot.ca.gov	Widening highway, bridges and constructing retaining walls	Feb-15	May-17	\$22,615,403	JV w/ Hardy & Harper
3160	I-5 North Coast Corridor	112T21CM	CALTRANS 4050 Taylor Street San Diego, CA 92110	Allan Kosup (619) 443-3333 allan.kosup@dot.ca.gov	Construction management and general contractor services for the design and construction on State Highway, Lossan Rail Corridor and San Elijo Lagoon in San Diego from Lomas Santa Fe Drive to State Route 78.	Jan-15	Dec-20	CMGC Contract - Up to \$700,000,000	JV w/ Skanska and Stacy and Witbeck
3162	Route 5 Genesee	11-0223U4	CALTRANS 4050 Taylor Street San Diego, CA 92110	Dave Pound (858) 829-5035 dave.pound@dot.ca.gov	Replace and widen bridge, reconstruct ramps and intersection.	Mar-15	Aug-18	\$60,930,519	Prime
3163	Route 210 Dunsmore to North Los Robles	07-2881U4	CALTRANS 100 Main Street Los Angeles, CA 90012	Sushil Chaudhari (213) 453-7555 sushilkumar.n.chaudhari@dot.ca.gov	Construct concrete pavement, precast concrete panels and slabs	May-15	Nov-17	\$105,495,712	Prime
3164	Route 5 Avenida Pico	12-0F96A4	CALTRANS 3337 Michelson Drive, Suite 380 Irvine, CA 95612	Andrew Chuah (949) 279-8496 andrew.chuah@dot.ca.gov	Freeway widening and bridge reconstruction.	Feb-15	Nov-17	\$49,439,933	Prime
3166	Route 1 San Simeon	05-492804	Papich Construction Co., Inc. P.O. Box 2210 Pismo Beach, CA 93448	David Cruce (559) 213-3445 dcruce@papichconstruction.com	Bridge construction.	Apr-16	Apr-17	\$7,337,298	Subcontractor to Papich
3169	Route 11/125/905 Separation	11-286814	CALTRANS 4050 Taylor Street San Diego, CA 92110	Jared Corbett (858) 220-3986 jared.corbett@dot.ca.gov	Construct freeway to freeway connectors.	Oct-15	Apr-17	\$11,962,886	Prime
3170	Gilman Drive Realignment (CM/GC)	A4L-388-968049	UCSD Facilities Design and Construction 9500 Gilman Drive #0916 La Jolla, CA 92093-0916	Jessica Calixto (858) 534-1991 jcalixto@ucsd.edu	This project reconfigures and widens Gilman Drive from 1/4 La Jolla north towards Voigt Drive and provides a new four-way signalized intersection to improve campus circulation and which will allow for the connection to the future Interstate 5/I-5/ Gilman Bridge. Utilities through the planned Gilman Bridge, including domestic water, reclaimed water, electrical, and telecommunications distribution lines will be constructed in Gilman Drive and inside the bridges' box girders and connected to services on the west side of the bridge as part of this project.	Jan-16	May-17	\$13,016,027	Prime
2092/2093	OAB Design Build Contract	Main Contract	CCIG/ City of Oakland	Cliff Kunkel - Turner ckunkel@ttgffv.com 510-267-8100	Design Build at Former Oakland Army Base.	Nov-13	Nov-17	\$150,000,000	Turner/Godfellow Top Grade /Flatiron DB JV
3175	Eastern Gateway Pumbaa Garage Project	1298-2-02-450	Bornel Construction Company, Inc. 8195 E. Kaiser Blvd., Anaheim, CA 92808	Jennifer Copen (714) 921-1660 jcoppens@bornelconstruction.com	Construction of bridge at the Pumbaa Garage.	Dec-16	Dec-17	\$14,763,400	Subcontractor to Bornel
3176	South Bay BRT Segment 2	5007009	SANDAG 401 B Street, Suite 500 San Diego, CA 92101-4231	Steve Hoyle (760) 518-8715 SHO@sandag.org	Construction of dedicated bus Rapid Transit guideway.	Sep-15	Jul-18	\$19,868,545	Prime
3178	Consolidated Demolition and Utility Improvements at Plant No. 2	P2-110	Orange County Sanitation District 10844 Ellis Avenue Fountain Valley, CA 92708	Jay Kaura (714) 593-7725 jkaura@ocsd.com	Demo existing specific facilities, utilities, structures, construction trailers, and tunnels; reroute existing utilities; construct new oil dock, install new air compressor, asphalt paving.	Feb-17	Jul-19	\$16,730,000	Prime
3180	Willow Street Bridge Replacement	STL261	City of Chula Vista Department of Public Works Engineering 276 Fourth Avenue Chula Vista, CA 91910	Paul Oberbauer (619) 691-5247 poberbauer@chulavista.gov	Work to be done consists of improvements on Willow Street from Bonita Road to Valley Vista Road and approximately 600 ft, along the easterly segment of Sweetwater Road.	Feb-17	Dec-18	\$15,186,666	Prime

## STATEMENT OF QUALIFICATIONS

Bidder shall complete this entire Statement of Qualifications questionnaire and submit it to City at the time of bid, in accordance with Section 00100, **INSTRUCTION TO BIDDERS**. Failure to complete the questionnaire or inclusion of any false statement is grounds for immediate disqualification. The City reserves the right to waive minor irregularities, inconsequential deviations and to make all final determinations. The City will evaluate the information contained in each applicant's questionnaire and responses received in reference checks. The sole and discretionary judgment of the City will determine if the Contractor is deemed qualified.

### 1. CONTACT INFORMATION

Company Name: Flatiron West, Inc.

Form of Company: ☐ Sole Proprietor ☐ Partnership ☐ Non-Profit 501 C3  
☒ Corporation ☐ other (please attach explanation)

Owner of Company: N/A - Corporation

Contact Person: Steven A. Francis

Street Address: 2100 Goodyear Road, Benicia, CA 94510

Mailing Address: 2100 Goodyear Road, Benicia, CA 94510

Phone: 707-742-6000 Fax: 707-746-1603

Federal Tax I.D. No. 84-1173347

### PART A: GENERAL INFORMATION

Complete Part A before proceeding to Part B.

1. Contractor possesses a valid and current California Contractor's "A" license for the work proposed. ☒ Yes ☐ No \_
2. Contractor will comply with and provide all insurance as defined in Section 00800-2.0, Liability and Insurance. ☒ Yes ☐ No \_
3. Contractor's license has been revoked at any time in the last five (5) years. Yes ☒ No \_
4. Contractor has been "default terminated" by an owner (not for convenience), or a Surety has completed a contract for Contractor within the last five (5) years. Yes ☒ No \_

CERTIFICATION OF BIDDER'S  
EXPERIENCE AND QUALIFICATIONS

00460-6

5. Contractor has been cited more than twice for failure to pay prevailing wages in the last five (5) years. Yes ☐ No ☒
6. Contractor has current Workers' Compensation insurance coverage as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 et. seq. Yes ☒ No ☐
7. At the time of submitting this qualification form, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7? Yes ☐ No ☒
8. At any time during the last five (5) years, has your firm, or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract? Yes ☐ No ☒

**Contractor will be immediately disqualified if any answer to questions 1, 2, or 6 is No. Contractor will be immediately disqualified if any answer to question 3, 7, or 8 is Yes. Contractor may be immediately disqualified if the answer to questions 4 or 5 is Yes. At a minimum to avoid such disqualification, Contractor must include with this Questionnaire a full description of the applicable circumstance and sufficient information to permit City to evaluate Contractor's overall qualifications to perform the work. City retains sole discretion to disqualify any Contractor who answers yes to either question 4 or 5.**

## **PART B: SAFETY, PREVAILING WAGE, DISPUTES AND BONDS**

### **(Safety)**

1. Has CAL OSHA, Federal OSHA, the EPA or any Air Quality Management District cited your firm in the past five (5) years? Yes ☒ No ☐ If yes, attach description of each citation. Please see attached OSHA citation information.

### **(Prevailing Wage Provisions)**

2. Has your firm been fined, penalized or otherwise found to have violated any prevailing wage or labor code provision? If yes, attach description of each fine/penalty. Yes ☐ No ☒

### **(License Provisions)**

3. Has your company changed names or license numbers in the past 10 years? If so, please state reason for change. Yes ☒ No ☐  
Reason In January 2009, our company name changed from FCI Constructors, Inc. to Flatiron West, Inc. Our license #772589 remains the same. The name change was made to create continuity across our organization.

**(Disputes)**

4. Has your firm had any claims, litigation, or disputes ending in mediation or arbitration, or termination for cause associated with any project in the past five (5) years? If yes, attach description of each such instance including details of total claim amount, settlement amount, and owner's name and phone number.

Yes   X   No       

| Please see Disputes attachment submitted under separate sealed envelope marked CONFIDENTIAL.

Year	Company	Inspection Date	Issuance Date	Abate Date	Location			Description
2012	South	8/24/2012	2/19/2013	3/1/2013	15/170 Section of Fwy. South of 9215 Cranford Ave., Arleta, CA	Other	T8 CR 3395 (e)	On 8/21/12 two employees working as laborers during the construction of a freeway section did not have access to potable drinking water because they had to work for long periods of time during the pouring of concrete and were not encouraged to drink sufficient amounts of water as required in subsection 3395(e).
2012	South	8/24/2012	2/19/2013	3/1/2013	15/170 Section of Fwy. South of 9215 Cranford Ave., Arleta, CA	Other	T8 CCR 3395(d) Access to Shade	Instance 1 - On 8/21/12 shade was not present for laborers working inside of a bay when the temperature exceeded 85 degrees F. Only later was shade present for these laborers in the form of "Easy-Ups" shade canopies after one employee had heat exhaustion. Reference T8 CCR 3395(d)(1). Instance 2 - On 8/21/12 the employer did not encourage laborers from taking cool-down rests in the shade for at least five minutes at a time if they needed to protect themselves from overheating. Employees believed they were not permitted to take such recovery rests during long durations of concrete pours. Reference T8 CCR 3395(d)(3)
2013	South	4/23/2013	9/6/2013	9/16/2013	Westbound 60 fwy onramp Nogales St Exit, City of Industry, CA 91714	Serious	Title 8 California Code of Regulation Section 3329 (b). Pipe Lines; All pressure piping shall be designed, constructed, installed, and maintained in accordance with good engineering practice. Piping which meets the requirements of the applicable ANSI B31 standard shall be considered as providing reasonable safety.	On March 29, 2013 a pressure pipe was not constructed and installed with good engineering practice. Male threaded polyvinyl chloride (PVC) pipes were installed to aluminum based cam-lock pipe couplers at multiple locations. Pressurized hot water was pumped through the pipe system. At least two coupler/PVC connections failed, allowing water at approximately 180 degrees F to spray out. A worker attending to the first failed coupler/PVC connection was sprayed with hot water from a second failed coupler/PVC connection. The worker was seriously injured as defined by TBCCR section 330(h). The thermal load of approximately 180 degrees F caused the PVC pipe to distort and separate from the metal coupler.
2013	South	8/23/2013	1/22/2014	1/31/2014	9215 Cranford St., Arleta CA	General	T8 CCR 1935c Use of Flammable liquids. Flammable liquids may be used only where there are no open flames or other sources of ignition within the possible path of vapor travel.	On 7/23/13, employees pouring gasoline from a Justrite 5 gallon safety can into the tank of a Honda GX 390 generator did not ensure there were no sources of ignition within the possible path of the gasoline vapor travel. During the time the gasoline was poured, the generator was off but parts of the generator were still hot from previous use. One employee was seriously injured when the vapors ignited causing him to be burned.
2013	South	11/1/2013	3/14/2014	4/16/2014	170 S Kellogg Ave, Goleta, CA 93117	General	(6) (A) (B) (7) (A) (B) (C) (D) (E) (F)	On September 16, 2013 the employer did not implement its Injury and Illness Prevention Program as emergency medical services were not immediately notified when an employee suffered a serious injury. It took approximately 45 minutes to 1 hour before 911 was notified.
2014	South	2/26/2015	5/15/2015		7380 E Willow St, Long Beach CA 90745	Serious	1509(a)	Prior to and during the course of the investigation, an employee was not trained in the proper assembly of a free standing scaffold. As a result, on or about 12/29/14, the employee fell off the scaffold and suffered a serious injury
2014	South	2/26/2015	5/15/2015		7380 E Willow St, Long Beach CA 90745	Serious	1646	Prior to and during the course of the investigation the free standing, 10 foot high scaffold which had a base that was less than 1/3 the height of the scaffold, was not securely guyed or tied. As a result, on or about 12/29/14, an employee sustained a serious injury when he fell off the scaffold
2014	South	2/26/2015	5/15/2015		7380 E Willow St, Long Beach CA 90745	Serious	1670 (b) (10)	Prior to and during the course of the investigation, including, but not limited to, on 12/29/14, the unistrut used as an anchorage for attachment of personal fall arrest systems was not capable of supporting at least 5000 pounds per employee attached
2015	North	1/23/2015	7/16/2015	8/20/2015	660 E Valey Road Willits, C 95490	General	1509 (a)	During the course of an investigation related to an accident which occurred on 1/22/15, it was determined by the Cal/OSHA program that Flatiron West Inc., the controlling, creating, correcting, and exposing employer did not establish, implement and maintain an effective Injury and Illness Prevention Program in accordance with section 3203 of the General Industry Safety Orders. This citation is being issued in accordance with Section 336.10 - Multi-Employer Worksites
2015	North	1/23/2015	7/16/2015	8/20/2015	660 E Valey Road Willits, C 95490	Serious	1717(a) (1)	Prior to and on 1/22/15, Flatiron West Inc., the controlling, creating, correcting, and exposing employer(s), working on the Willits Hwy 101 Bypass; Floodway Viaduct #10-0165 project, did not ensure that formwork and falsework or shoring for the support of concrete or other materials was designed, erected, supported, braced and maintained so as to assure its ability to safely withstand all intended loads during erection, construction, and usage thereby exposing their employees, as well as employees of other parties such as CA Transportation (Caltrans) employees who were working on the project, when it collapsed on //, injuring three employees. This citation is being issued in accordance with Section - Multi-Employer Worksites
2015	North	1/23/2015	7/16/2015	8/20/2015	660 E Valey Road Willits, C 95490	Serious	1717(c)(1)	Prior to and on 1/22/15, Flatiron West, Inc., the controlling, creating, correcting, and exposing employer(s), working on the Willits Hwy 101 Bypass; Floodway Viaduct #10-0165 project, did not after the construction of the falsework or vertical shoring system and prior to placement of concrete, have a civil engineer, currently registered in California, or authorized representative, inspect the falsework or vertical shoring system and ensure conformity with the working drawings. The person performing the inspection shall certify in writing that the falsework or vertical shoring system substantially conforms to the working drawings and that the material and workmanship are satisfactory. This citation is being issued in accordance with Section 336.10 - Multi-Employer Worksites.
2016	South	3/7/2016	8/1/2016	3/30/2016	Carmenita On ramp SB & IS, Santa Fe Springs, CA 90670	General	1612.3(a)	Prior to and during the course of the investigation, including but not limited to on 2/1/16, the employer did not prohibit operations in which any part of the equipment, load line, or load (including rigging and lifting accessories) is closer than the minimum approach distance under table A of section 1612.1 to an energized power line. On or about 2/1/16, an employee holding onto the rigging cable of a crane (Make: Terex/Model:RT775/Serial No: 13512) attempted to rig a 12ft x 12ft piece of timber when the cable made contact with the overhead energized transmission line (16KV) shocking the employee.

#### **PART D: CONTRACTOR SAFETY RECORD**

The City of Sunnyvale (Owner) Water Pollution Control Plant (WPCP) has a gas chlorine disinfection process, which is classified as a covered process regulated by CCR Title 19 Section 2745.1, "California Accidental Release Prevention (CalARP) Program and 40 CFR Part 68.150 "Risk Management Programs for Chemical Accidental Release Prevention". As such, part of the determination of bidder's responsiveness will be based on its safety record, using three methods. For the Bidder's bid to be considered, the Bidder shall meet at least two of the three minimum safety standards as specified herein. If the Bidder is a Joint Venture of two or more companies, each Principal in the Joint Venture shall meet the safety requirements, and complete the required forms, included herein as part of the bid.

1. Experience Modification (EMR)
  - a. Experience modification rates are calculated by the insurance industry as a way to determine equitable workers' compensation insurance premiums. It is calculated as a three-year moving average.
  - b. Due to the particular safety hazards inherent in working in a wastewater collection, handling, treatment and/or disposal environment, the Owner has deemed it necessary that a Bidder shall have a current three-year average EMR of 1 or lower to be considered a responsive Bidder.
2. Recordable Incident Rate (RIR)
  - a. The RIR is a measure of the frequency of injuries and is a measure of all occupational injuries and illnesses that occur within an organization. It is calculated from the OSHA Log 300 form.
  - b. Due to the particular safety hazards inherent in working in a wastewater collection, handling, treatment and/or disposal environment, the Owner has deemed it necessary that a Bidder shall have a current three-year average RIR of 3.4 or lower to be considered a responsive Bidder. This value is based on the most recent State of California RIR value for Heavy and Civil Engineering Construction, Utility System Construction.
3. Lost Time Incident Rate (LTIR)
  - a. The LTIR is an indicator of the severity of a company's occupational injuries.
  - b. The LTIR deals only with incidents that result in lost work time. Like the RIR, the information needed to calculate the LTIR is derived from the OSHA Log 300 form.
  - c. Due to the particular safety hazards inherent in working in a wastewater collection, handling, treatment and/or disposal environment, the Owner has deemed it necessary that a Bidder shall have a current three-year average LTIR of 0.9 or lower to be considered a responsive Bidder. This value is based on the most recent State of California LTIR value for Heavy and Civil Engineering Construction, Utility System Construction.

Bidder shall submit the appropriate EMR, RIR, and LTIR proposal forms included following this section as part of the bid to demonstrate the Bidder's safety qualifications.



City Project No. UY-16/01-20  
City of Sunnyvale Primary Treatment Facility Package 2  
January 30, 2017 - Addendum No. 3

Invitation for Bids #PW 16-28

The undersigned hereby states under penalty of perjury that all representations regarding the Bidder's Company Experience, and Safety Qualification Information are correct and true.

Signed this 28th day of February, 20 17

Bidder's Name Flatiron West, Inc.

 2/28/17  
Authorized Signature Date

Steven A. Francis, Vice President

Title of Signatory<sup>AD3</sup>

\*\*\*END OF SECTION\*\*\*

### Experience Modification Rate

The following information will be used to determine if you meet the minimum safety requirements for this project. To qualify, you must not have a three-year average Workers' Compensation Experience Modification Rate less than or equal to the value specified.

Enter your Experience Modification Rate for the last three complete years (available from your insurance carrier).

20 16 EMR= 0.86

20 15 EMR= 0.62

20 14 EMR= 0.56

a) Three-Year Average =  
0.68

Company Name:

**Flatiron West, Inc.**

Contact Name: **Steven A. Francis** Telephone: **707-742-6000**

To verify the above information, we will contact your workers' compensation insurance carrier. Please authorize your carrier to release this information. Failure to do so will result in automatic disqualification.

Workers' Compensation Insurance Company:

**Zurich American Insurance Company**

Contact Name: **Heriberto Valedon** Telephone: **212-553-5372**

Do not write in this space

Qualified [ ]

Not Qualified [ ]

EMR Information Verified [ ]



# ZURICH

---

165 Broadway -32<sup>nd</sup> Fl  
New York, New York 10006  
Telephone: (212)553-5372  
Cell: 917-974-2795  
Telefax: (516) 213-7047  
E-mail: [heriberto.valedon@zurichna.com](mailto:heriberto.valedon@zurichna.com)

February 28, 2017

To Whom It May Concern:

Please accept this letter as confirmation that Flatiron West, Inc. is currently insured by Zurich and in good standing.

In addition, the following are the California experience modifiers for Flatiron West, Inc. for the past Three (3) year history.

<u>Year</u>	<u>CA</u>
6/1/2016	0.86
6/1/2015	0.62
6/1/2014	0.56

Should you require any additional information, please do not hesitate to call my office.

Sincerely,

Heriberto Valedon  
Senior Account Executive  
Construction Division

### Recordable Incident Rate

The following information will be used to determine if you meet the minimum safety requirements for this project. To qualify, you must have a three-year average Recordable Incident Rate less than or equal to the value specified.

Please calculate the RIR for the last three complete years as follows. Incident rate information is on your Cal OSHA Log 300.

$$\frac{\text{Total number of recordable incidents} \times 200,000}{\text{Total employees hours worked}} = \text{RIR}$$

Recordable Incidents			Total Employee Hours Worked		
	Year	Number		Year	Hours
	20	<u>16</u>		20	<u>16</u>
		<u>26</u>			<u>1,589,379</u>
	20	<u>15</u>		20	<u>15</u>
		<u>18</u>			<u>1,982,582</u>
	20	<u>14</u>		20	<u>14</u>
		<u>37</u>			<u>2,054,025</u>

Enter your Total Recordable Incident Rate for each of the last three complete years.	
20 <u>16</u>	RIR= <u>3.27</u>
20 <u>15</u>	RIR= <u>1.81</u>
20 <u>14</u>	RIR= <u>3.60</u>
<u>Three-Year Average =</u>	
<u>2.89</u>	

Company Name:  
**Flatiron West, Inc.**

---

Contact Name: **Steven A. Francis** Telephone: **707-742-6000**

---

Do not write in this space

Qualified [ ]      Not Qualified [ ]      RIR Information Verified [ ]

### Lost Time Incident Rate

The following information will be used to determine if you meet the minimum safety requirements for this project. To qualify, you must not have a three-year average Lost Time Incident Rate less than or equal to the value specified.

Incident rate information is on your OSHA Log 300. Please calculate the LTIR for the last three complete years as follows.

Total number of lost-time incidents X

Lost-time Incidents	
Year	Number
20 <u>16</u>	<u>8</u>
20 <u>15</u>	<u>5</u>
20 <u>14</u>	<u>6</u>

Total Employee Hours Worked	
Year	Hours
20 <u>16</u>	<u>1,589,379</u>
20 <u>15</u>	<u>1,982,582</u>
20 <u>14</u>	<u>2,054,025</u>

Enter your Lost Time Incident Rate for each of the last three complete years.

20 16 LTIR= 1.00

20 15 LTIR= 0.50

20 14 LTIR= 0.58

Three-Year Average =  
0.69

Company Name:  
**Flatiron West, Inc.**

Contact Name: **Steven A. Francis** Telephone: **707-742-6000**

Do not write in this space

Qualified [ ]

Not Qualified [ ]

LTIR Information Verified [ ]

AD3 Addendum No. 3

CERTIFICATION OF BIDDER'S  
EXPERIENCE AND QUALIFICATIONS

pw://Carollo/Documents/Client/CA/Sunnyvale/9265A10/Specifications/Package 02/Package 02 Front End/00460 (AD3)

00460-16

# Tab 14

Bidder's Experience - Water Projects

Water Projects Submitted at Time of Bid (Project Information Attachment)								
Project Name	Owner	Location	Contract Price	Construction Time	Date of Substantial Completion	Contract Acceptance*	Owner Representative Contact Information	Description of Project
Leo J Vander LansWater Treatment Facility Expansion project	Water Replenishment District of Southern California	Long Beach, CA	\$32,748,000	550 Calendar Days	Nov-14	Nov-14	Paul Fu 4040 Paramount Blvd. Lakewood, CA 90712 Tel 562-275-4251	The Leo J. Vander Lans Advanced Water Treatment Facility in Long Beach, Calif., received the effluent from the Long Beach Water Reclamation Plant, after a first round of treatment. At this plant, water is further treated through advanced microfiltration and reverse osmosis, resulting in a near-distilled quality. The plant currently produces 3 million gallons of treated water per day. Flatiron expanded the facility, to 8 million gallons per day and reduced the area's dependence on imported water. Work included construction and installation of new water treatment systems, including microfiltration, reverse osmosis, ultraviolet disinfection with advance oxidation, dissolved air flotation, chemical systems, piping, pump stations, site work, structural, electrical, instrumentation and all associated work. The expansion improves the plant's efficiency and reduces operations and maintenance costs.
Santaquin Water Reclamation Facility	Santaquin Water Reclamation District	Santaquin, Utah	\$14,951,220	490 Calendar Days	Nov-13	Nov-13	Benjamin Reeves 275 West Main Street Santaquin, UT 84655 Tel 801-754-3211	The Santaquin Water Reclamation Facility in Santaquin, Utah, represents the culmination of over six years of community planning and public outreach. This revolutionary facility is the first of its kind in Utah that will store and reuse 100 percent of its treated water for a residential secondary irrigation system, with no discharge to nearby lakes. The use of reclaimed water for irrigation purposes allows the city to conserve higher quality groundwater for drinking, while establishing a model for sustainable water resource development in Utah and the Intermountain West. The facility is capable of processing over one million gallons of water per day. The process begins in the headworks building, where wastewater is screened to remove coarse materials like trash or large grit. Next, wastewater is distributed into biological basins, a process where specific bacteria is grown to degrade contaminants. Following biological treatment, the effluent is separated from this bacteria using membrane filtration. The filtered water then flows to the UV disinfection system for further treatment, where disinfection occurs through the inactivation of waterborne pathogens. The final stage is the reclaimed water pump station, where disinfected effluent is pumped to existing large storage reservoirs near the lagoon site. From here, the Type I reclaimed water is pumped into the City's pressure irrigation system. The headworks building is fully odor controlled, with contaminated air exhausted to an adjacent biofilter for treatment. The biological basins and membrane filtration capacities were constructed with special features to allow for easy expansion as the City grows, including a third treatment train temporarily used for sludge storage and empty tanks with room for added membrane filtration modules. In the unlikely event that the reclaimed water does not meet Type I water quality criteria, a valve located between the UV disinfection system and the reclaimed water pump station automatically closes and diverts flow to an on-site temporary storage pond. Flatiron also oversaw the construction of 7,200 feet of new trunk line, as well as numerous tie-ins.
Southwest Groundwater Treatment Plant	Jordan Valley Water Conservancy District	West Jordan, Utah	\$23,665,433	730 Calendar Days	Nov-11	May-12	David McLean 8215 South 1300 West West Jordan, UT 84088 Tel 801-565-4300	Flatiron constructed a new groundwater treatment plant in West Jordan, Utah, a suburb of Salt Lake City, next to the Jordan River. The state-of-the art water treatment facility will remove contamination from a local aquifer and produce 8,235 acre-feet per year of treated water using reverse osmosis, a thorough method of water purification that reduces the levels of total dissolved solids and chemical impurities by using pressure to force water through a semi-permeable membrane. The municipal plant will consist of a 38,000 square-foot process building, three reverse osmosis trains and one bypass train utilizing ultraviolet light disinfection technology. The construction of separate treatment trains is necessary to incorporate deep and shallow groundwater wells, supply wells, pipelines, a byproduct disposal system and associated facilities. Flatiron is also installing a new 1,400-foot-long pipe system to bring contaminated water to the plant and return purified water back to the local clean water system. The plant's by-product, a heavy-brine waste stream, will be piped to a 22-mile line to the Great Salt Lake. When the reverse osmosis treatment plant is complete, the Jordan Valley Water Conservancy District anticipates future expansion to increase the plant's capabilities from 7 million gallons per day to 14 million gallons per day.

Bidder's Experience - Water Projects

Project Name	Owner	Location	Contract Price	Construction Time	Date of Substantial Completion	Contract Acceptance*	Owner Representative Contact Information	Description of Project
Lenihan Dam Outlet Modifications	Santa Clara Valley Water District	Los Gatos, CA	\$39,000,000	750 Calendar Days	Sep-09	May-10	Capital Program Unit Manager Beth Redmond 5750 Almaden Expressway San Jose, CA 95118 Tel 408-630-2682	At the foot of the Santa Cruz Mountains, Flatiron replaced the deteriorating outlet structure for the 50-year-old Lenihan Dam - a 1,000-foot-long earthen barrier holding water stored at the Lexington Reservoir in Los Gatos, Calif. The project was a seismic upgrade for the existing outfall pipe, a 50-inch steel pipe that was restricted to a maximum outlet of 70 percent capacity. Alternatively, the new 54-inch pipeline allows maximum outflow of the reservoir in the event the reservoir needs to be lowered to prevent the failure of the dam during an earthquake. Flatiron constructed a new 2,000-foot-long outlet structure that is approximately 14 feet wide by 13 feet tall through Saint Joseph Hill. The tunnel begins near the existing outfall pipe, terminates on the reservoir side of the dam and connects to a new 15-foot-diameter intake facility by way of a 35-foot vertical shaft. Originally, the shaft required excavation and grout around its base, which was very time consuming and costly. Flatiron proposed an innovative water-tight pile secant wall for the shaft excavation that allowed us to build quickly, reduce cost and decrease environmental disturbances by keeping grout from entering the reservoir. The value engineering solution additionally improved water-tightness around the shaft. The new outfall building has three sets of valves to control the discharges into Los Gatos Creek. The new intake structure consists of 450 feet of 54-inch welded steel pipe, with four 42-inch intake gates and a new building to house the hydraulic control unit and various monitoring equipment. A road header was used to bore through soft material and explosives were used to fracture the harder rock. After excavating the material, Flatiron utilized an arched traveling form to pour 60-foot-long sections of the tunnel. Ventilation and low-flow pipes were then hung from the tunnel ceiling and a 5-foot welded steel outtake pipe was installed, held in place by permanent cast-in-place supports. During construction, Flatiron created a detour for the highly used Los Gatos trail to ensure safe public recreation. The project was completed nine days ahead of schedule and \$1.4 million under budget.
Rahway Valley Sewerage Authority: Contract 155  (Project # 2)	Rahway Valley Sewerage Authority	Rahway, NJ	\$138,965,112	1450 Calendar Days	Feb-09	Feb-09	Robert V. Valent 1050 East Hazelwood Avenue Rahway, NJ 07065 - Tel 732-388-0868	E.E. Cruz (a Flatiron subsidiary) expanded Rahway Valley Sewerage Authority Wastewater Treatment Plant's sewage capacity from 63MGD to 105 MGD and upgraded and replaced the plant's outdated systems. The temporary SOE systems on the project included the installation of sheet piling and soldier piles, steel wales and struts, and tiebacks. The construction consisted of major upgrades to the primary, secondary, and tertiary treatment facilities. Upgrades to these facilities consisted of the construction of a new headworks facility, construction of a new primary settling tank, upgrades to the aeration system, construction of new final settling tanks, construction of a new effluent sand filter facility, construction of a new UV disinfection chamber, construction of a new effluent pump station, and the construction of a new cascade aeration station. In addition, E.E. Cruz was also responsible for constructing a new rotary drum building. Within the new facilities a significant amount of misc metals work of which included the installation of new hand rails. All work was performed while maintaining plant operations.
Flushing Bay CSO: Contract 4-4G  (Project # 3)	New York City Department of Environmental Protection	Queens, NY	\$133,737,200	2450 Calendar Days	Nov-08	Nov-08	Mike Borsykowsky 59-17 Junction Blvd. Flushing, NY 11373 Tel 718-595-5921	E.E. Cruz (a Flatiron subsidiary) was responsible for the second phase of a two phase program to construct the Flushing Bay Combined Sewer Overflow Retention Facility. The project involved mass excavation of contaminated material, construction of a deep soil mix earth support system, dewatering, site utility work, pipe piles, and the installation of steel sheet piling, reinforced concrete, and structural steel. The project required extensive mechanical work which included the installation of nine tide gates, two belt conveyor systems, five three story mechanical bar screens, a storage cell flushing and cleaning system, chemical and air treatment systems, and interconnection piping. In addition, E.E. Cruz constructed a 40,000 square foot structural steel building with a brick façade, a 25,000 square foot recreational facility, and an 11,000 square foot maintenance facility for the NYC Department of Parks and Recreation.





200 Parr Boulevard  
Richmond, CA 94801  
Tel 510-234-0926  
Fax 510-237-2435

March 27, 2017

Mr. Pete Gonda  
City of Sunnyvale, Purchasing Division  
City Hall Annex  
650 West Olive Avenue  
Sunnyvale, CA 94086  
pgonda@sunnyvale.ca.gov

Re: City of Sunnyvale Primary Treatment Facility Package 2  
Public Works Project No. UY-16/01-20  
BID PROTEST

Dear Mr. Gonda:

This letter is in response to the letter to you of March 22, 2017, from P. Randolph Finch, Jr., attorney for Flatiron West, Inc. In that letter, among other arguments, Mr. Finch insists that the City cannot reject Flatiron West's bid without holding a hearing on the matter. That is inaccurate: giving Flatiron West notice of the City's determination that Flatiron West's bid was nonresponsive and an opportunity to respond is all that was necessary.

Mr. Finch argues that the basis for the City's preliminary determination that Flatiron West's bid was not responsive -- that its list of similar projects completed within the past five years did not satisfy the criteria set forth in the bid documents -- was actually a finding of nonresponsibility, not a finding of nonresponsiveness. The implication of the difference between the two is that the former, being based on undisputed facts, requires less due process than would the latter, which might require that the City offer Flatiron West a hearing on the issue.

That Flatiron West, Inc., did not list at least five different similar projects with a total value of more than \$250 million completed within the five years preceding the bid is undisputed and indisputable. The fact that Flatiron West cannot claim sufficient experience to satisfy the bid criteria makes their bid nonresponsive, but it does not impugn the responsibility of the company.

Public Contract Code §1103 defines a "Responsible Bidder" as one "who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the public works contract." Here, it cannot be said that, only because Flatiron West has not, within the past five years, completed \$250 million worth of similar projects, it is not sufficiently trustworthy or fit to perform the contract. However, it can be said, based solely on its bid, that it does not have the experience specifically required by the bid documents, regardless of whether it is possible that a less qualified bidder might be nevertheless responsible.

Thus, the City's initial determination of nonresponsiveness was both the correct finding and was indisputably correct based solely on the face of Flatiron West's bid. Under those circumstances, the due process to which Flatiron West is entitled is satisfied with notice of the City's finding and an opportunity to respond; no hearing is required. *Taylor Bus Serv. v. San Diego Bd. of Educ.* (1987) 195 Cal. App. 3d 1331, 1341-1342:

"A determination of nonresponsiveness on the other hand is less complex. The district or agency has, before soliciting bids, exercised its business and governmental judgment in defining a set of requirements for the work to be done. Responsiveness can be determined from the face of the bid and the bidder at least has some clue at the time of submission that problems might exist. In most cases, the determination of nonresponsiveness will not depend on outside investigation or information and a determination of nonresponsiveness will not affect the reputation of the bidder. Given the predetermination of bid specifications, and given the more apparent and less external nature of the factors demonstrating nonresponsiveness, less due process is reasonably required with that determination than when nonresponsibility is declared."

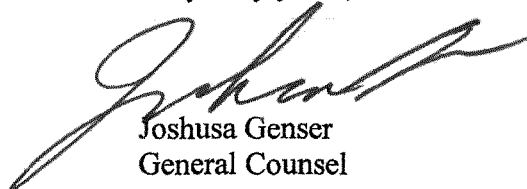
The City, therefore, may maintain its finding that Flatiron West's bid was nonresponsive without holding a hearing.

FlatironWest, in its letter, obfuscates the identity of the bidder. The bidder was Flatiron West, which is a subsidiary of Flatiron Construction. In arguing the experience of Flatiron West, the letter makes numerous references to "Flatiron", which are actually references collectively to several of Flatiron Construction's other subsidiaries. Flatiron West cannot, itself, satisfy the bid criteria for experience with similar projects.

Finally, although your determination of nonresponsiveness did not address the issue, there remains the question of whether Flatiron West's ICSC is performing all of the required scope. That would be a question of both responsiveness and responsibility.

Overaa respectfully requests that Flatiron's bid be disqualified.

Very truly yours,

A handwritten signature in black ink, appearing to read "Joshua Genser", is written over a horizontal line. Below the signature, the name "Joshua Genser" and the title "General Counsel" are printed in a sans-serif font.

Joshua Genser  
General Counsel

cc: P. Randolph Finch, Jr.  
pfinch@ftblaw.com



April 5, 2017

SENT VIA EMAIL AND FEDEX DELIVERY

Steven A. Francis  
Flatiron West, Inc.  
2100 Goodyear Road  
Benicia, CA 94510

**Subject: Final Determination of Non-responsiveness for  
Primary Treatment Facility Package 2 (#PW16-28)**

Dear Mr. Francis:

The City has received additional information from Finch, Thornton, Baird dated March 22, 2017, regarding the Initial Determination of Non-responsiveness issued on March 15, 2017. The City has reviewed the original bid and the additional information submitted by Mr. Finch and we have determined that your bid is non-responsive on the following grounds:

1. INVITATION FOR BIDS ("IFB") #PW16-28, Section 00460, page 00460-2

In order to be considered responsive, the bidder "must have completed at least \$250 million in construction volume over the past 5 years...and must list at least \$250 million in construction volume on no more than five (5) and not less than three (3) projects completed within the last five (5) years" of the following types:

1. Water/Wastewater Treatment Plant Facility where the electrical, mechanical and instrumentation systems were part of the Contractor's contract.

Additionally, Addendum #2 issued on January 25, 2017, clarified that:

"The City prefers Contractors and Electrical Subcontractors whose experience meets the requirements as established in the bid specifications. However, the City will consider

deviations from the number of projects and/or construction volume requirements, provided that the Bidder's qualifications *substantially meet the experience requirements as indicated in Specification Sections 00460 and 00461*. With regard to the number of projects completed within the stated timeframe of five (5) years, the City will consider dates of 'substantial' and/or 'final' completion."

On its face, the submitted bid does not present the experience requirements as outlined in the bid documents and as clarified in Addendum #2. Specifically, Flatiron West Inc. presented three projects that were completed or substantially completed within the last five years, with a total construction volume of \$71,364,653. While these projects meet the threshold for the minimum number of three, they fall well below the construction volume requirement of \$250 million.

The additional projects that Flatiron presented for the experience requirement were completed or substantially completed more than 7 years ago and cannot be considered by the City as part of the experience requirement since that falls outside the spectrum of what the City would consider "substantial compliance" with the requisite 5-year experience period.

For Projects 5 and 6 (which were completed 8 and 8-1/2 years ago respectively, with Project 6 exceeding the maximum number of projects required by the City) you have listed work performed by E.E. Cruz, which was referred to as a "subsidiary of Flatiron" in the bid package. According to the bid submittal, these projects were substantially completed in November 2008 and February 2009. These facts alone justify the City's determination that the projects were too far in the past and too tenuous a connection to be considered as meeting the experience requirement.

As a secondary consideration, the March 22<sup>nd</sup> letter provided to the City by Mr. Finch in response to the City's Initial Determination of Non-responsiveness states that E.E. Cruz was not acquired by Flatiron until 2010. In that E.E Cruz had no formal association with Flatiron West Inc. as of 2009, the City would not have been able to consider Projects 5 and 6 as part of the experience requirements.

The City's experience requirements were very carefully considered as part of a larger \$700 million Water Pollution Control Plant reconstruction program. The primary treatment facility construction occurring under this bid is the largest and most critical element of the program. It is imperative that the firm constructing our primary treatment facility has the capacity to do so. In this context, the City's experience requirements, which other bidders are able to meet, are rationally and reasonably constructed.

## 2. Flatiron West Inc. is the Bidding Entity

In the bid documentation provided by Flatiron West Inc., E.E. Cruz was portrayed as a "Flatiron subsidiary." This fact was clarified in the Finch letter of March 22 – more specifically restated to confirm that both Flatiron West Inc. (the sole bidding entity) and E.E.

Cruz were “regional sister companies” under Flatiron, itself a “wholly owned subsidiary of HOCHTIEF Construction AG.”

#### City Conclusion

Flatiron West, Inc. was the sole bidding entity under the umbrella of HOCHTIEF Construction AG. In Section 01090 of the City’s bid documents (References of the Contract Documents), “Bidder” is defined as an “individual, partnership, corporation, or a combination thereof, includes joint ventures offering a bid to perform the work.” In that Flatiron West Inc. is the sole bidding entity, the City cannot entertain the project experiences of E.E. Cruz or any other company that is not a party to the bid submittal.

#### 3. The Bid Submitted by Flatiron West Inc. is Non-responsive

The bid submitted by Flatiron West Inc. plainly shows that it does not meet the experience requirements of the bid documents, and is thus non-responsive on its face.

#### City Conclusion

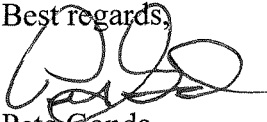
The City’s initial determination of bid non-responsiveness relative to the experience requirements was made by examining the bid submitted by Flatiron West Inc. and none of the additional information submitted by Flatiron West Inc. has modified the City’s determination. The overriding consideration is that Flatiron West Inc. did not meet any of the three experience requirement factors: 1) projects completed within a five-year timeframe; 2) construction volume; and 3) number of projects. Accordingly, the bid cannot be considered in substantial compliance with the bid specifications.

California case law firmly supports the City’s determination of non-responsiveness from the face of the bid submitted by Flatiron West Inc. (see *Taylor Bus Service, Inc. v. San Diego Board of Education* (1987) 195 Cal.App.3d 1331). The issue of non-responsibility involves a more detailed investigation including checking project references, which City staff did not undertake during its review (see *D.H. Williams Construction Inc. v. Clovis Unified School District* (2007) 146 Cal.App.4<sup>th</sup> 757). Furthermore, the City’s establishment of reasonable experience requirements as stated above is well within a public agency’s inherent discretion and courts have been highly deferential to a public agency’s decision-making authority in drafting its own bid requirements unless the requirements are “arbitrary and capricious or entirely lacking in evidentiary support” (see *M&B Construction v. Yuba County Water Agency* (1999) 68 Cal.App.4<sup>th</sup> 1353, 1359).

I’d like to underscore that we have spent considerable time reviewing the bids and the underlying issues. However, we feel that it is in the City’s best interests to adhere to the bid requirements as written in order to be fair and equitable to all the potential bidders.

If you have any questions, please do not hesitate to contact me at (408) 730-7418.

Best regards,

A handwritten signature in black ink, appearing to read 'Pete Gonda', with a stylized flourish at the end.

Pete Gonda  
Purchasing Officer  
City Hall Annex  
650 West Olive Avenue  
Sunnyvale, CA 94086

cc: Kent Steffens, Assistant City Manager  
Manuel Pineda, Director of Public Works  
Office of the City Attorney  
C. Overaa & Company

April 11, 2017

VIA HAND DELIVERY  
AND ELECTRONIC MAIL

Mr. Pete Gonda, MPA, CPPO  
Purchasing Officer  
City Hall Annex  
City of Sunnyvale  
650 West Olive Avenue  
Sunnyvale, California 94086  
pgonda@sunnyvale.ca.gov

Re: Bid Protest Of Flatiron West, Inc.  
Project: Primary Treatment Facility Package 2 (#PW16-28)  
Bid Date: March 1, 2017

Dear Mr. Gonda:

1. Introduction

We represent Flatiron West, Inc. (“Flatiron”), and this is Flatiron’s protest of the potential award of the City of Sunnyvale Project No. UY-16/01-20 (the “Project”) to C. Overaa & Co. (“Overaa”). Public Contract Code section 20162 requires the City award the Project “be contracted for and let to the lowest responsible bidder after notice.” Flatiron is the only bidder that qualifies under that standard.

The contemplated award to Overaa is based on experience provisions in the City’s bid documents that are void under California law. The City’s initial bid documents published a clear experience requirement: \$250 million construction volume of specific work in the past five years. Prior to bid, the City changed that requirement from clear, measureable number to simply the City’s discretion—bidders were not informed what experience would qualify and what experience would not qualify. The City essentially gave itself the discretion to award to whatever bidder it wanted.

This amendment to the bid documents was contrary to California law. The City was required to provide a clear, understandable, transparent and fair award process that resulted in award to the lowest responsible bidder under Public Contract Code section 20162. The vague “City discretion” bid requirement falls short of the *Baldwin-Lima* standard established by California courts and detailed below. For these reasons, Flatiron requests the City award to Flatiron, or reject all bids and re-bid the Project.

2. The Bidding Documents And Bids Received

The City published its invitation for bids, which included Section 00460 Certification of Bidder’s Experience and Qualifications. (Copy at Tab 1.) The first two paragraphs of Section 00460 included representations by each bidder that they were licensed and skilled to perform the type of work comprising the project.

In Section 00460-2, the City restrictively required each bidder to certify not only that it had completed at least \$250 million in construction volume over the last five years but also list “at least \$250 million in construction volume on no more than five (5) and not less than three (3) projects completed within the last five (5) years of the following types of projects: 1. Water/ Wastewater Treatment Plant Facility where the electrical, mechanical and instrumentation systems were part of the Contractor’s contract.” (Tab 1, page 00460-2 and 3, item 8/4(b).)

The City issued Addendum 2 on January 25, 2017, prior to bid, changing the above requirements to give the City discretion as to the amount of experience bidders needed. The City stated: “[t]he City will consider deviations from the number of projects and/ or construction volume requirements, provided that the Bidder’s qualifications substantially meet the experience requirements as indicated in Specification Sections 00460 and 00461.” (Copy at Tab 2.)

On March 1, 2017, the City received three bids as follows:

Bid Rank	Contractor	Bid Amount	% Low Bidder
1	Flatiron West, Inc.	\$99,056,900	
2	C. Overaa & Co.	\$99,438,000	0.38%
3	Kiewit Construction Co.	\$104,493,000	5.49%

Notably, the City’s Engineer’s estimate for construction cost was \$93 million, with the project being completed in 1,152 calendar days, or approximately 3.15 years at \$29 million per year. (See Addendum 4, Section 00800, 1.1, Time Allowed for Completion, and the City’s Project Estimated Budget, copies of which are at Tabs 3 and 4, respectively.) This volume of work is substantially less than the City’s request for contract history for \$250 million in work completed in the past five years, i.e., \$50 million per year, evidencing that the qualification standard used by the City is not rationally related to the project size and scope and further explaining why the City relaxed the history requirement in Addendum 2.

3. The City’s Unqualified Right To Reject All Bids

In the Instructions to Bidders, the City expressly reserved its right to reject all bids and rebid the project. (Tab 5.) The City is unconditionally insulated from litigation arising out of the award if it exercises this absolute right. (*Kajima/Ray Wilson v. Los Angeles Cnty. Metro. Transp. Auth.* (2000) 23 Cal.4th 305, 311-312.) As detailed below, the City can exercise this option.

4. The City May Not Award Itself The Discretion Afforded By Addendum 2

It is a well-settled principle of competitive bidding that a public agency must provide a level playing field for all bidders, or it cannot make an award. (*Baldwin-Lima-Hamilton Corp. v. Superior Court*, (1962) 208 Cal.App.2d 803, 821 [court held the award of a public contract could not be based on undisclosed standards that contradicted the bid documents] (“*Baldwin*”). Specifically, the *Baldwin* court explained:



It is a long and well-established rule that where municipal contracts are required to be let upon public bidding, the proposals and specifications inviting such bids must be sufficiently detailed, definite and precise so as to provide a basis for full and fair competitive bidding upon a common standard and must be free of any restrictions tending to stifle competition. (43 Am.Jur., Public Works and Contracts, § 36, p. 777; 63 C.J.S. Municipal Corporations § 998, p. 573; 10 McQuillin, Municipal Corporations, § 29.30, p. 268.) [...]

(*Baldwin, supra*, 208 Cal.App.2d at pp. 821-822.) Further, “[t]he purpose of requiring governmental entities to open the contracts process to public bidding is to eliminate favoritism, fraud and corruption; avoid misuse of public funds; and stimulate advantageous market place competition.” (*Konica Bus. Machines U.S.A. Inc. v. Regents of Univ. of California* (1988) 206 Cal.App.3d 449, 456 [to permit owner to consider deviations from precise specifications in its public call for bids leaves bidders in unfair position of having to guess what will satisfy owners needs].)

In *Baldwin*, project bid documents were insufficient to provide the required level playing field, rendering the award illegal. Specifically, bidders could not reasonably determine what is required prior to bid. The bid documents were not sufficiently definite or precise, such that bidders would be subject to unbounded and unpredictable discretion of the awarding public entity. In rejecting the bid documents, the Court in *Baldwin* stated:

Properly conducted competitive bidding should not compel a bidder to question the clear language of the proposal and to search out, examine and construe various public documents upon the contingency that they may in some way affect it. This would require the bidder to become to a great extent a lawyer, in some degree a judge and, perhaps, in no small way a clairvoyant.

(*Baldwin, supra*, 208 Cal.App.2d at p. 823.)

Here, Addendum 2 required bidders to become clairvoyant about how much experience the City would decide—post-bid—was necessary. Addendum 2 eliminated the level playing because nobody knew the rules—perhaps not even the City. Whether a bidder met the experience minimums depended entirely on a post-bid exercise of City discretion. There is no statute affording the City this type of discretion or relief from the award-to-the-lowest-responsible-bidder mandate of Public Contract Code section 20162.

The broad discretion provided by Addendum 2—“we will tell you the bid minimums after we see the bid”—far exceeds the limited awarding body discretion allowed under California law. Specifically, California law affords public entities discretion to waive only those bid requirements both: (1) could have no impact on price; and (2) could not afford one bidder an advantage over another bidder. (*Valley Crest Landscape, Inc. v. City Council* (1996) 41 Cal.App.4th 1432, 1440–41.) The Project experience requirements run afoul of both elements, as experience is costly and time-consuming to obtain.

The facts of this case highlight how the City’s “\$250 million or whatever the City decides” requirement was arbitrary, capricious and contrary to California law. First, the City’s Addendum 2 created a vague and post-bid discretion standard that is contrary to California law. With no objective standard, the City is not awarding to the lowest bidder, but instead reserving “choice” and “discretion” as to whom it will award contrary to the bright line rule requirements set forth in the *Baldwin* and *Konica* case law. As such, the City cannot rely on its experience requirement.

Further, as set forth above, the Project is less than \$100 million with less than \$30 million being completed each year. (See Tabs 3 and 4.) This is much smaller than the request for experience for completions of \$250 million of work in the last five years and bears no rational relationship to the requirements of the Project. This requirement has no rational basis and none has been provided by the City. Why require more experience than the Project requires? The City has failed to answer this basic question. The requirement effectively restricted and stifled fair competition in violation of California law, as contractors with the actual requisite experience for the Project were deterred from participating in the bidding process.

Summarily, the City rendered its bid documents defective by issuing Addendum 2 and reserving to itself the "discretion" to decide to whom it would award. Second, the City's initial standard was arbitrary and capricious and not rationally related to the requirement of the Project. Thus, for that additional reason the City's only choice is to ignore its arbitrary and capricious, over-reaching qualification requirement and either award to Flatiron or reject all bids and re-bid the Project.

5. Flatiron's Bid Is Responsive

As set forth in our letter to you dated March 22, 2017, Flatiron is imminently qualified to perform the Project.

6. Conclusion

As set forth above, the inconsistent bidder experience requirements created an uneven and unfair playing field for Flatiron and eliminated any common standard upon which bids could be based. Thus, the City cannot rely on its experience requirement or reserve discretion. For these reasons, the City must either award to Flatiron or reject all bids and re-bid the Project. Please contact our office with any questions. Please notify us when the City council will hear this matter. Thank you.

Very truly yours,



P. Randolph Finch Jr.,  
Partner

Enclosures

PRF:kam/3B50873

# TAB 1

**SECTION 00460**

**CERTIFICATION OF BIDDER'S  
EXPERIENCE AND QUALIFICATIONS**

(To Accompany Bid)

**BIDDER'S INFORMATION**

The undersigned Bidder certifies that it is, at the time of bidding, and shall be, throughout the period of the Contract, licensed under the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California, to do the type of work contemplated in the Contract Documents. Bidder further certifies that it is skilled and regularly engaged in the general class and type of work called for in the Contract Documents.

The Bidder represents that it is competent, knowledgeable, and has special skills concerning the nature, extent, and inherent conditions concerning the work to be performed. Bidder further acknowledges that there are certain inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that it is aware of such risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

If the Bidder is a Joint Venture of two or more companies, each Principal in the Joint Venture shall meet the experience, qualification, and safety requirements, and complete the required forms, included herein as part of the bid.

The Bidder shall furnish the following information. Additional sheets shall be attached as required.

1. BIDDER'S name and street address:

Name:

Address:

2. BIDDER'S telephone No.: ( ) \_\_\_\_\_ Fax No.: ( ) \_\_\_\_\_

3. BIDDER'S Sunnyvale Business License No.: \_\_\_\_\_ BIDDER'S Tax ID No.: \_\_\_\_\_

4. TYPE OF BUSINESS

If you are an individual or partnership, so state. If you are a partnership, list the names of all general partners composing the partnership. If a corporation, list the names of president, secretary, treasurer, and manager.

Individual \_\_\_\_\_ Name(s): \_\_\_\_\_

Partnership \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CERTIFICATION OF BIDDER'S  
EXPERIENCE AND QUALIFICATIONS

00460-1

pw://Carollo/Documents/Client/CA/Sunnyvale/9265A10/Specifications/Package 02/Package 02 Front End/00460 (FS)

Corporation _____	Names of Corporate Officers
State of Incorporation _____	President _____
	Secretary _____
	Treasurer _____
	Manager _____
Joint Venture _____	
Other _____	
(Describe)	

5. CONTRACTOR'S license: Primary Classification \_\_\_\_\_  
State License No.: \_\_\_\_\_ Expiration Date: / \_\_\_\_ / \_\_\_\_  
Supplemental license classifications: \_\_\_\_\_
6. NAME of person who inspected the site of the proposed Work for the Bidder:  
Name: \_\_\_\_\_ Date of inspection: \_\_\_\_\_
7. CONTRACTOR'S Department of Industrial Relations (DIR) Registration No. \_\_\_\_\_  
and email address \_\_\_\_\_
8. BIDDER'S EXPERIENCE
1. Bidder has been doing business under its present name for years.
  2. Bidder has experience in work comparable in type and complexity with that required under the proposed contract which extends over a period of years as a General Contractor (Bidder must show at least five (5) years of related experience).
  3. The Bidder, as a Contractor, has never failed to satisfactorily complete a contract awarded to it, except as follows:  
\_\_\_\_\_  
\_\_\_\_\_
  4. Bidder must meet both criteria "a" and "b" below.
    - a. For the Owner to consider the Bidder to possess the proper capacity to perform work of similar nature to this project, the bidder must have completed at least \$250 million in construction volume over the past 5 years. Does the bidder meet this criteria: \_\_\_\_ yes; \_\_\_\_ no?
    - b. For the Owner to consider the Bidder properly experienced in work of similar nature to this project, the Bidder must list at least \$250 million in construction volume on no more than five (5) and not less than three (3) projects completed within the last five (5) years of the following types of projects:

CERTIFICATION OF BIDDER'S  
EXPERIENCE AND QUALIFICATIONS

00460-2

pw://Carollo/Documents/Client/CA/Sunnyvale/9265A10/Specifications/Package 02/Package 02 Front End/00460 (FS)

1. Water / Wastewater Treatment Plant Facility where the electrical, mechanical and instrumentation systems were part of the Contractor's contract.

The Bidder can include project(s) currently under construction, but only the total amount paid by the Owner(s) as of three (3) months prior to the bid date on uncompleted project(s) can be included in the construction volume for purposes of this certification.

Bidder also certifies that Bidder self-performed at least fifty percent (50%) of the Work on each of the projects listed below.

If the Bidder is a Joint Venture of two or more companies, each Principal in the Joint Venture must list the experience and qualification requirements, and complete the required forms, included herein as part of the bid.

However, the Owner reserves the right to exclude any projects listed below that do not demonstrate the Contractor's ability to perform the work associated with this Project. Further, the Owner reserves the right to accept a Bidder's qualifications that substantially meet the experience requirements listed above.

1. Project Name: \_\_\_\_\_

Owner: \_\_\_\_\_

Contract Price: \_\_\_\_\_

Construction Time: \_\_\_\_\_ Calendar Days

Date of Substantial Completion: \_\_\_\_\_

Name, Address, and Telephone Number of Owner's Representative:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Description of Project:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Project Name: \_\_\_\_\_

Owner: \_\_\_\_\_

Contract Price: \_\_\_\_\_

Construction Time: \_\_\_\_\_ Calendar Days

CERTIFICATION OF BIDDER'S  
EXPERIENCE AND QUALIFICATIONS

00460-3

pw://Carollo/Documents/Client/CA/Sunnyvale/9265A10/Specifications/Package 02/Package 02 Front End/00460 (FS)

Date of Substantial Completion: \_\_\_\_\_

Name, Address, and Telephone Number of Owner's Representative:

---

---

---

Description of Project:

---

---

---

---

3. Project Name: \_\_\_\_\_

Owner: \_\_\_\_\_

Contract Price: \_\_\_\_\_

Construction Time: \_\_\_\_\_ Calendar Days

Date of Substantial Completion: \_\_\_\_\_

Name, Address, and Telephone Number of Owner's Representative:

---

---

---

Description of Project:

---

---

---

---

4. Project Name: \_\_\_\_\_

Owner: \_\_\_\_\_

Contract Price: \_\_\_\_\_

Construction Time: \_\_\_\_\_ Calendar Days

Date of Substantial Completion: \_\_\_\_\_

CERTIFICATION OF BIDDER'S  
EXPERIENCE AND QUALIFICATIONS

pw://Carollo/Documents/Client/CA/Sunnyvale/9265A10/Specifications/Package 02/Package 02 Front End/00460 (FS)

00460-4

Name, Address, and Telephone Number of Owner's Representative:

---

---

---

Description of Project:

---

---

---

---

5. Project Name: \_\_\_\_\_

Owner: \_\_\_\_\_

Contract Price: \_\_\_\_\_

Construction Time: \_\_\_\_\_ Calendar Days

Date of Substantial Completion: \_\_\_\_\_

Name, Address, and Telephone Number of Owner's Representative:

---

---

---

Description of Project:

---

---

---

---

**Bidder shall sign under penalty of perjury that all the information  
provided in this information sheet is true and correct.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

CERTIFICATION OF BIDDER'S  
EXPERIENCE AND QUALIFICATIONS

pw://Carollo/Documents/Client/CA/Sunnyvale/9265A10/Specifications/Package 02/Package 02 Front End/00460 (FS)

00460-5



## STATEMENT OF QUALIFICATIONS

Bidder shall complete this entire Statement of Qualifications questionnaire and submit it to City at the time of bid, in accordance with Section 00100, **INSTRUCTION TO BIDDERS**. Failure to complete the questionnaire or inclusion of any false statement is grounds for immediate disqualification. The City reserves the right to waive minor irregularities, inconsequential deviations and to make all final determinations. The City will evaluate the information contained in each applicant's questionnaire and responses received in reference checks. The sole and discretionary judgment of the City will determine if the Contractor is deemed qualified.

### 1. CONTACT INFORMATION

Company Name: \_\_\_\_\_

Form of Company:    \_\_\_\_\_ Sole Proprietor    \_\_\_\_\_ Partnership    \_\_\_\_\_ Non-Profit 501 C3  
                                 \_\_\_\_\_ Corporation    \_\_\_\_\_ other (please attach explanation)

Owner of Company: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Street Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Federal Tax I.D. No. \_\_\_\_\_

### PART A: GENERAL INFORMATION

Complete Part A before proceeding to Part B.

1. Contractor possesses a valid and current California Contractor's "A" license for the work proposed.    Yes No \_
2. Contractor will comply with and provide all insurance as defined in Section 00800-2.0, Liability and Insurance.    Yes No \_
3. Contractor's license has been revoked at any time in the last five (5) years.    Yes No \_
4. Contractor has been "default terminated" by an owner (not for convenience), or a Surety has completed a contract for Contractor within the last five (5) years.    Yes No \_

CERTIFICATION OF BIDDER'S  
EXPERIENCE AND QUALIFICATIONS

00460-6

pw://Carollo/Documents/Client/CA/Sunnyvale/9265A10/Specifications/Package 02/Package 02 Front End/00460 (FS)

5. Contractor has been cited more than twice for failure to pay prevailing wages in the last five (5) years. Yes No \_
6. Contractor has current Workers' Compensation insurance coverage as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 et. seq. Yes No \_
7. At the time of submitting this qualification form, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7? Yes No \_
8. At any time during the last five (5) years, has your firm, or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract? Yes No \_

**Contractor will be immediately disqualified if any answer to questions 1, 2, or 6 is No. Contractor will be immediately disqualified if any answer to question 3, 7, or 8 is Yes. Contractor may be immediately disqualified if the answer to questions 4 or 5 is Yes. At a minimum to avoid such disqualification, Contractor must include with this Questionnaire a full description of the applicable circumstance and sufficient information to permit City to evaluate Contractor's overall qualifications to perform the work. City retains sole discretion to disqualify any Contractor who answers yes to either question 4 or 5.**

## **PART B: SAFETY, PREVAILING WAGE, DISPUTES AND BONDS**

### **(Safety)**

1. Has CAL OSHA, Federal OSHA, the EPA or any Air Quality Management District cited your firm in the past five (5) years? Yes\_\_\_\_\_No\_\_\_\_\_ If yes, attach description of each citation.

### **(Prevailing Wage Provisions)**

2. Has your firm been fined, penalized or otherwise found to have violated any prevailing wage or \_\_\_\_\_ labor code provision? If yes, attach description of each fine/penalty. Yes\_\_\_\_\_ No\_\_\_\_\_

### **(License Provisions)**

3. Has your company changed names or license numbers in the past 10 years? If so, please state reason for change. Yes\_\_\_\_\_ No\_\_\_\_\_ Reason \_\_\_\_\_

CERTIFICATION OF BIDDER'S  
EXPERIENCE AND QUALIFICATIONS

00460-7

pw://Carollo/Documents/Client/CA/Sunnyvale/9265A10/Specifications/Package 02/Package 02 Front End/00460 (FS)

**(Disputes)**

4. Has your firm had any claims, litigation, or disputes ending in mediation or arbitration, or termination for cause associated with any project in the past five (5) years? If yes, attach description of each such instance including details of total claim amount, settlement amount, and owner's name and phone number.

Yes \_\_\_\_\_ No \_\_\_\_\_

**PART C: FINANCIAL AND OTHER INFORMATION**

**To be submitted by the low bidder within five (5) working days following the bid opening date.**

1. Has your firm ever reorganized under the protection of the bankruptcy laws?  
Yes \_\_\_\_\_ No \_\_\_\_\_

2. Have you ever had insurance terminated by a carrier? Yes \_\_\_\_\_ No \_\_\_\_\_  
If yes, explain on separate signed sheet.

Contractor shall sign under penalty of perjury that all the information provided in this questionnaire is true and correct. Contractor's signature authorizes the City and its agents and representatives, to obtain a credit report and/or verify any of the above information

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Provide evidence that the Bidder has sufficient financial resources to provide all work necessary to complete the project including construction, start-up, and warranty services.

A. Bidder must provide one or more of the following to assist the Owner in determining the Bidder's financial condition:

1. Copy of a reviewed or audited financial statement with accompanying notes and supplemental information. A financial statement that is not either reviewed or audited is not acceptable.
2. A certified Credit Report, current within 30 days of the date proposals are due. This credit report shall show a Dun & Bradstreet, or equal, credit risk category rating.
3. A letter from the Bidder's bank certifying their opinion of the Bidder's credit risk category rating and Bidder's current available line of credit.

B. Bidder must provide a letter from its Surety or Surety Broker which certifies that Bidder's current bonding capacity is sufficient for the bonding requirements for this Project.

**CERTIFICATION OF BIDDER'S  
EXPERIENCE AND QUALIFICATIONS**

00460-8

pw://Carollo/Documents/Client/CA/Sunnyvale/9265A10/Specifications/Package 02/Package 02 Front End/00460 (FS)

C. Bidder shall identify any claims filed in court or arbitration against Bidder in the past five years which concerned Bidder's work on a construction project. For each claim, if any, the Bidder shall provide the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution). Are there any pending claims against your company that should you lose the claim(s), would adversely affect your financial position or your ability to meet your obligations if awarded the contract for this project? If so, please explain.

**Claims Filed Against Bidder**

Project Name: \_\_\_\_\_

Date of Claim: \_\_\_\_\_

Claimant Name: \_\_\_\_\_

Court: \_\_\_\_\_

Status of Claim: \_\_\_\_\_

Explanation: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Bidder shall also identify any claims filed in court or arbitration by Bidder against a project owner in the past five years concerning work on a project or payment for a contract. For each claim, if any, the Bidder shall provide the project name, date of the claim, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution). Are there any pending claims filed by your company against a project owner that should you lose the claim(s), would adversely affect your financial position or your ability to meet your obligations if awarded the contract for this project? If so, please explain.

**Claims Filed By Bidder**

Project Name: \_\_\_\_\_

Date of Claim: \_\_\_\_\_

Claimant Name: \_\_\_\_\_

Court: \_\_\_\_\_

Status of Claim: \_\_\_\_\_

Explanation: \_\_\_\_\_

CERTIFICATION OF BIDDER'S  
EXPERIENCE AND QUALIFICATIONS

00460-9

pw://Carollo/Documents/Client/CA/Sunnyvale/9265A10/Specifications/Package 02/Package 02 Front End/00460 (FS)

---

All financial information provided by Bidder that is marked "Confidential" or "Proprietary" shall be handled by the Owner in accordance with Section 00700- 4.5.10, Public Records Act.

**The undersigned hereby states under penalty of perjury that all representations regarding the Bidder's Company Experience, and Safety Qualification Information are correct and true.**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Bidder's Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Signatory

#### **PART D: CONTRACTOR SAFETY RECORD**

The City of Sunnyvale (Owner) Water Pollution Control Plant (WPCP) has a gas chlorine disinfection process, which is classified as a covered process regulated by CCR Title 19 Section 2745.1, "California Accidental Release Prevention (CalARP) Program and 40 CFR Part 68.150 "Risk Management Programs for Chemical Accidental Release Prevention". As such, part of the determination of bidder's responsiveness will be based on its safety record, using three methods. For the Bidder's bid to be considered, the Bidder shall meet at least two of the three minimum safety standards as specified herein. If the Bidder is a Joint Venture of two or more companies, each Principal in the Joint Venture shall meet the safety requirements, and complete the required forms, included herein as part of the bid.

**1. Experience Modification (EMR)**

- a. Experience modification rates are calculated by the insurance industry as a way to determine equitable workers' compensation insurance premiums. It is calculated as a three-year moving average.
- b. Due to the particular safety hazards inherent in working in a wastewater collection, handling, treatment and/or disposal environment, the Owner has deemed it necessary that a Bidder shall have a current three-year average EMR of 1 or lower to be considered a responsive Bidder.

**CERTIFICATION OF BIDDER'S  
EXPERIENCE AND QUALIFICATIONS**

**00460-10**

pw://Carollo/Documents/Client/CA/Sunnyvale/9265A10/Specifications/Package 02/Package 02 Front End/00460 (FS)

2. Recordable Incident Rate (RIR)

- a. The RIR is a measure of the frequency of injuries and is a measure of all occupational injuries and illnesses that occur within an organization. It is calculated from the OSHA Log 300 form.
- b. Due to the particular safety hazards inherent in working in a wastewater collection, handling, treatment and/or disposal environment, the Owner has deemed it necessary that a Bidder shall have a current three-year average RIR of 3.4 or lower to be considered a responsive Bidder. This value is based on the most recent State of California RIR value for Heavy and Civil Engineering Construction, Utility System Construction.

3. Lost Time Incident Rate (LTIR)

- a. The LTIR is an indicator of the severity of a company's occupational injuries.
- b. The LTIR deals only with incidents that result in lost work time. Like the RIR, the information needed to calculate the LTIR is derived from the OSHA Log 300 form.
- c. Due to the particular safety hazards inherent in working in a wastewater collection, handling, treatment and/or disposal environment, the Owner has deemed it necessary that a Bidder shall have a current three-year average LTIR of 0.9 or lower to be considered a responsive Bidder. This value is based on the most recent State of California LTIR value for Heavy and Civil Engineering Construction, Utility System Construction.

Bidder shall submit the appropriate EMR, RIR, and LTIR proposal forms included following this section as part of the bid to demonstrate the Bidder's safety qualifications.

**\*\*\*END OF SECTION\*\*\***

**Experience Modification Rate**

The following information will be used to determine if you meet the minimum safety requirements for this project. To qualify, you must not have a three-year average Workers' Compensation Experience Modification Rate less than or equal to the value specified.

Enter your Experience Modification Rate for the last three complete years (available from your insurance carrier).

20 \_\_\_\_\_ EMR= \_\_\_\_\_

20 \_\_\_\_\_ EMR= \_\_\_\_\_

20 \_\_\_\_\_ EMR= \_\_\_\_\_

a) Three-Year Average = \_\_\_\_\_

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

To verify the above information, we will contact your workers' compensation insurance carrier. Please authorize your carrier to release this information. Failure to do so will result in automatic disqualification.

Workers' Compensation Insurance Company: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Do not write in this space

Qualified [ ]

Not Qualified [ ]

EMR Information Verified [ ]

CERTIFICATION OF BIDDER'S  
EXPERIENCE AND QUALIFICATIONS

pw://Carollo/Documents/Client/CA/Sunnyvale/9265A10/Specifications/Package 02/Package 02 Front End/00460 (FS)

00460-12

### Recordable Incident Rate

The following information will be used to determine if you meet the minimum safety requirements for this project. To qualify, you must have a three-year average Recordable Incident Rate less than or equal to the value specified.

Please calculate the RIR for the last three complete years as follows. Incident rate information is on your Cal OSHA Log 300.

$$\frac{\text{Total number of recordable incidents} \times 200,000}{\text{Total employees hours worked}} = \text{RIR}$$

Recordable Incidents		Total Employee Hours Worked	
Year	Number	Year	Hours
20	_____	20	_____
20	_____	20	_____
20	_____	20	_____

Enter your Total Recordable Incident Rate for each of the last three complete years.

20 \_\_\_\_\_ RIR= \_\_\_\_\_

20 \_\_\_\_\_ RIR= \_\_\_\_\_

20 \_\_\_\_\_ RIR= \_\_\_\_\_

Three-Year Average =  
\_\_\_\_\_

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Do not write in this space

Qualified [ ]      Not Qualified [ ]      RIR Information Verified [ ]

CERTIFICATION OF BIDDER'S  
EXPERIENCE AND QUALIFICATIONS

pw://Carollo/Documents/Client/CA/Sunnyvale/9265A10/Specifications/Package 02/Package 02 Front End/00460 (FS)

00460-13



### Lost Time Incident Rate

The following information will be used to determine if you meet the minimum safety requirements for this project. To qualify, you must not have a three-year average Lost Time Incident Rate less than or equal to the value specified.

Incident rate information is on your OSHA Log 300. Please calculate the LTIR for the last three complete years as follows.

Total number of lost-time incidents X

<table border="1" style="width: 100%; border-collapse: collapse;"><tr><th colspan="2">Lost-time Incidents</th></tr><tr><th style="text-align: center;">Year</th><th style="text-align: center;">Number</th></tr><tr><td>20__</td><td>_____</td></tr><tr><td>20__</td><td>_____</td></tr><tr><td>20__</td><td>_____</td></tr></table>	Lost-time Incidents		Year	Number	20__	_____	20__	_____	20__	_____	<table border="1" style="width: 100%; border-collapse: collapse;"><tr><th colspan="2">Total Employee Hours Worked</th></tr><tr><th style="text-align: center;">Year</th><th style="text-align: center;">Hours</th></tr><tr><td>20__</td><td>_____</td></tr><tr><td>20__</td><td>_____</td></tr><tr><td>20__</td><td>_____</td></tr></table>	Total Employee Hours Worked		Year	Hours	20__	_____	20__	_____	20__	_____
Lost-time Incidents																					
Year	Number																				
20__	_____																				
20__	_____																				
20__	_____																				
Total Employee Hours Worked																					
Year	Hours																				
20__	_____																				
20__	_____																				
20__	_____																				
<div style="border: 1px solid black; padding: 10px; margin: 0 auto; width: 80%;">Enter your Lost Time Incident Rate for each of the last three complete years. 20__ LTIR= _____ 20__ LTIR= _____ 20__ LTIR= _____ <u>Three-Year Average =</u> _____</div>																					
Company Name: _____																					
Contact Name: _____ Telephone: _____																					
Do not write in this space																					
Qualified [   ]	Not Qualified [   ]																				
LTIR Information Verified [   ]																					

CERTIFICATION OF BIDDER'S  
EXPERIENCE AND QUALIFICATIONS

pw://Carollo/Documents/Client/CA/Sunnyvale/9265A10/Specifications/Package 02/Package 02 Front End/00460 (FS)

00460-14

# TAB 2



## **CITY OF SUNNYVALE**

### **Addendum No. 2**

**DATE ISSUED ON January 25, 2017**

**Invitation for Bids No. PW 16-28**

**Project Name: Primary Treatment Facility Package 2**

**Public Works Project No. UY-16/01-20**

The above-referenced bid invitation is modified, as follows:

#### **1. Answers to Contractors Questions**

The City has received multiple requests to list additional manufacturers in the technical specifications. General contractors may propose alternate, "or-equal" manufacturers in accordance with Section 00450 **SCHEDULE OF MAJOR EQUIPMENT AND MATERIAL SUPPLIERS, PRODUCTS IDENTIFIED BY NAME AND SUBSTITUTION** and Section 01340 **SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES**. The technical specifications will not be altered to add additional manufacturers.

The City has received a number of requests to modify the experience requirements for the Contractor and Electrical Subcontractor contained in **Specification Section 00460, CERTIFICATION OF BIDDER'S EXPERIENCE AND QUALIFICATIONS**, and **Specification Section 00461, CERTIFICATION OF ELECTRICAL SUBCONTRACTOR'S EXPERIENCE AND QUALIFICATIONS**.

The City prefers Contractors and Electrical Subcontractors whose experience meets the requirements as established in the bid specifications. However, the City will consider deviations from the number of projects and/or construction volume requirements, provided that the Bidder's qualifications *substantially meet the experience requirements as indicated in Specification Sections 00460 and 00461*. With regard to the number of projects completed within the stated timeframe of five (5) years, the City will consider dates of "substantial" and/or "final" completion.

# TAB 3

## SECTION 00800

### SUPPLEMENTARY GENERAL CONDITIONS

#### 1.0 MODIFICATIONS TO THE GENERAL CONDITIONS

##### 1.1 Time Allowed for Completion

In accordance with the provisions of Section 00700-6.12, Commencement of Work, Notice to Proceed for preliminary work will be issued. With the issuance of this Notice to Proceed, the Contractor shall commence with the administrative requirements of the Contract and may commence with the implementation of SWPPP measures specified in Section 01060-3.0, **STORM WATER CONTROLS**, the installation of temporary construction fencing, and the work detailed in Section 02910, **HABITAT MITIGATION SITE DESIGN, INSTALLATION AND MAINTENANCE**. No other construction work may commence until the Notice to Proceed with Construction and Mobilization detailed below is issued. The following milestone shall be substantially completed within the time period defined below. ~~Contract Time, Substantial Completion of this Project shall be completed within one thousand two hundred forty (1,240) consecutive calendar days from the date established in the Notice to Proceed for the commencement of Contract Time. In addition, the following milestones shall be substantially completed within the time period defined below. Early occupancy of these milestones shall be as provided in Section 01010-3.0, **EARLY OCCUPANCY OF PORTIONS OF WORK**.~~<sup>AD4</sup>

#### Substantial Completion

Milestone A: Habitat Mitigation

No later than December 31, 2017

Milestone B: ~~Process Operational Testing~~ 1,045 Days<sup>AD4</sup>

The Construction Manager will issue a second Notice to Proceed titled a "Notice to Proceed with Construction and Mobilization" after the site preconsolidation has been achieved as detailed in Section 01010-2.4.1.4, Site Preconsolidation. ~~The Contractor may then proceed to mobilize on-site and commence all other construction activities required by the Contract. The only field construction work allowed to occur prior to the issuance of this Notice to Proceed is the implementation of SWPPP measures specified in Section 01060-3.0, **STORM WATER CONTROLS**, the installation of temporary construction fencing, and the work detailed in Section 02910, **HABITAT MITIGATION SITE DESIGN, INSTALLATION AND MAINTENANCE**.~~<sup>AD4</sup>

Substantial Completion of the Project shall be completed within one thousand one hundred and fifty-two (1,152) consecutive calendar days from the date established in the Notice to Proceed with Construction and Mobilization. The following milestone shall be substantially completed within the time period defined below from the Notice to Proceed with Construction and Mobilization.<sup>AD4</sup>

#### Substantial Completion

Milestone B: Process Operational Testing

958 Calendar Days<sup>AD4</sup>

The Contract requirements to achieve Substantial Completion for the Project Substantial Completion and the Milestones are defined in Section 00800-5.0, **SUBSTANTIAL**

SUPPLEMENTARY GENERAL CONDITIONS

00800-1

pw://Carollo/Documents/Client/CA/Sunnyvale/9265A10/Specifications/Package 02/Package 02 Front End/00800 (AD4)

# TAB 4



Home

My DemandStar

Buyers

Suppliers

Account Info

FAQs

## Bid Details

### Bid Information

<b>Agency</b>	City of Sunnyvale
<b>Bid Type</b>	Invitation for Bids
<b>Bid Number</b>	IFB-PW16-28-0-2017/PG
<b>Fiscal Year</b>	2017
<b>Bid Writer</b>	Peter Gonda, CPPO
<b>Bid Name</b>	PRIMARY TREATMENT FACILITY PACKAGE 2
<b>Bid Status</b>	Under Evaluation
<b>Bid Status Text</b>	None
<b>Award To</b>	
<b>Due Date/Time</b>	3/1/2017 3:00 PM Pacific
<b>Broadcast Date</b>	12/21/2016
<b>Bid Bond</b>	10% of the total bid dollar amount
<b>Project Estimated Budget</b>	\$93,869,000.00
<b>Plan (blueprint) Distribution Options</b>	Electronic plan documents
<b>Distribution Method</b>	Download and Mail
<b>Distributed By</b>	Onvia DemandStar
<b>Distribution Notes</b>	None
<b>Scope of Work</b>	<p>SEALED BIDS will be received by the City of Sunnyvale at the Purchasing Division, 650 West Olive Avenue, Sunnyvale, California 94086, until 3:00 p.m., Wednesday, February 8, 2017 at which time they will be publicly opened in the City Hall Annex, 650 West Olive Avenue, Sunnyvale, California, and read for performing work as follows:</p> <p>Furnishing all labor, materials, and equipment and performing all work necessary and incidental to the completion of the project known as "Primary Treatment Facility – Package 2, Project No. UY-16/01-20" consisting of site work, new building construction, existing facility modification/demolition, installation of major process equipment, electrical/instrumentation/ control system improvements, and related systems and facilities according to Plans and Specifications prepared by the City of Sunnyvale and according to the Contract Documents.</p> <p>Pursuant to the provisions of the California Labor Code Section 6707, if applicable to this job, each bid submitted in response to this Notice Inviting Bids shall contain, as a bid item, adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life and limb in trenches and open excavation, which shall conform to applicable safety orders.</p> <p>Pursuant to Public Contract Code Section 22300, for monies earned by the Contractor and withheld by the City of Sunnyvale to ensure the performance of the contract, the Contractor may, at his or her option, choose to substitute securities meeting the requirements of Section 22300.</p> <p>To be considered, bidders must meet the following requirements:</p> <ul style="list-style-type: none"> <li>• In accordance with the provisions of California Public Contract Code Section 3300, Contractor shall possess, as a minimum, a valid California Class "A" General Contractor license. In accordance with the provisions of California Business and Professions Code Section 7028.15, a bid submitted to the City by a Contractor who is not licensed in accordance with Chapter 9 of the California Business and Professions Code shall be considered non-responsive and shall be rejected by the City.</li> <li>• Perform with their own organizations work amounting to at least 50% of the contract price, except specialty items.</li> <li>• Have completed at least three (3) projects of similar type and complexity within the last five (5) years with at least \$250 million in construction volume.</li> <li>• Meet the experience requirements specified in Section 00460, CERTIFICATION OF BIDDER'S EXPERIENCE AND QUALIFICATIONS and Section 00461, CERTIFICATION OF ELECTRICAL SUBCONTRACTOR'S</li> </ul>

## EXPERIENCE AND QUALIFICATIONS.

- Other mandatory bid requirements set forth in the bid documents.

Bidders are hereby notified that if the project is financed by or with the assistance of agencies of the United States, the Contractor must comply with Federal prevailing wage requirements. A copy of the current prevailing rates under Federal law are included in Section 00900, STATE REVOLVING FUND PROGRAM SUPPLEMENTARY CONDITIONS, for this Project and are available on-line at [www.wdol.gov](http://www.wdol.gov).

E-Bidding No

## Legal Ad

[VIEW](#)

Please select either the View or Edit button to manage legal ad.

## Pre-Bid Conference

**MANDATORY PRE-BID CONFERENCE**

Thursday, January 19, 2017

10:00 AM

Water Pollution Control Plant Training Room

1444 Borregas Avenue, Sunnyvale, CA 94089

**OPTIONAL PRE-BID CONFERENCE**

Tuesday, January 24, 2017 at 10:00 AM and 11:00 AM

## Publications

The Sun 12/16/2016

## Documents

[VIEW](#)

**Bid Package** There are 40 Documents Associated with this Bid

**Award** Major Equipment Suppliers by Bidder (2 Pages, Complete)

## Commodity Codes

022-909-26 - Building Construction, Agricultural

022-909-30 - Building Construction, (Not Otherwise Classified)

022-909-77 - Special Construction: Observatory, Security, Special Rooms, etc.

022-913-16 - Construction, Communication Equipment, Including Antenna Towers

022-913-59 - Construction and Upgrades, Wastewater Treatment Plant

022-913-60 - Construction, Water System, Plants, Main and Service Line

[<< Return](#)

DemandStar is a product of Onvia, Inc. (c) 1997-2017. All rights reserved. | [Terms of Use](#) | [Privacy](#)



# TAB 5



**CITY OF SUNNYVALE, CALIFORNIA**

**INVITATION FOR BIDS No. PW16-28**

**PRIMARY TREATMENT FACILITY PACKAGE 2  
PUBLIC WORKS PROJECT NO. UY-16/01-20**

**BID SPECIFICATIONS  
DIVISION 0 – DIVISION 8  
VOLUME 1 OF 7**

**Date of Ad Publication**

**December 16, 2016**

**BIDS DUE:**

**Wednesday, February 8, 2017 BY 3:00 PM  
At the Office of the Purchasing Division  
Sunnyvale City Hall Annex  
650 West Olive Avenue  
Sunnyvale, CA 94086**

**Contact Person During Bidding Period:  
Pete Gonda, Purchasing Officer  
pgonda@sunnyvale.ca.gov  
(408) 730-7418**

**MANDATORY PRE-BID CONFERENCE**

**Date and Time: Thursday, January 19, 2017 at 10AM  
Location: Water Pollution Control Plant Training Room  
1444 Borregas Avenue, Sunnyvale, CA 94089**

**OPTIONAL PRE-BID CONFERENCE**

**Date and Time: Tuesday, January 24, 2017 at 10AM and 11AM**

nature and amount of the bid security furnished with each bid will be read aloud at or shortly following the deadline for receipt of bids.

23. **Bid to Remain Open** - The bidder shall guarantee its bid for a period of ninety (90) calendar days from the date of bid opening.
24. **Bid Evaluation** – City's Purchasing Officer will evaluate all bids received to determine if the bidder is responsive and responsible. A Bidder will be deemed to be responsive if it has submitted a bid that conforms in all material respects to the requirements of the bid documents and demonstrates compliance with the mandatory experience as described in Section 2. A Bidder will be deemed to be responsible if the Bidder:
- a. Has the ability, capacity, experience, and skill to perform the work in accordance with the bid specifications.
  - b. Has the ability to perform the work promptly or within the time specified, without delay;
  - c. Has equipment, facilities and resources of such capacity and location to enable it to perform the work;
  - d. Has a record of satisfactory or better performance under prior contracts with the City or others; and
  - e. Has complied with laws, regulations, guidelines and orders governing prior or existing contracts.
25. **Mandatory Post Bid-opening Information** – In order to assist in the bid evaluation, the apparent low bidder will be required to complete and submit Part C, FINANCIAL AND OTHER INFORMATION, included in Section 00460, **CERTIFICATION OF BIDDER'S EXPERIENCE AND QUALIFICATIONS**, within five (5) days following the bid opening date and the qualifications statement package included in Section 02910, **HABITAT MITIGATION SITE DESIGN, INSTALLATION, AND MAINTENANCE**, within three (3) days following the bid opening date. Notice may be given orally, by telephone, or by facsimile sent to the number supplied by bidder. Failure to submit the information by 5:00 p.m. of the fifth or third day, as noted above, may result in the bid being deemed non-responsive and therefor rejected, and the City will then determine the next apparent low bidder.
26. **Discrepancies in Bid Forms** -  
The City may waive minor defects of irregularities in any bid, provided that the discrepancy does not materially affect the bid amount or give the bidder an advantage over others. For instance, if there are unit price bid items in a bid schedule, and the amount indicated for a unit price bid item does not equal the product of the unit price and quantity listed, the unit price shall govern. Likewise, if there is more than one bid item in a bid schedule, and the total of the schedule does not equal the sum of the bid items, the individual amounts of the bid items shall govern. If there is a difference between the bid price entered in words and the bid price entered in figures for the same quotation, the price in words shall prevail.
- The City may make any investigations deemed necessary to determine if a bidder is responsive and responsible.
27. **Rejection of Bids** - The City reserves the right to reject any and all bids; and further reserves the right to reject any bids that are found to be non-responsive or submitted by a bidder that is not responsible.



April 28, 2017

SENT VIA EMAIL AND FEDEX DELIVERY

P. Randolph Finch Jr.  
Finch Thornton Baird, LLP  
4747 Executive Dr.  
San Diego, CA 92121

**Subject: Denial of Bid Protest filed by Flatiron West Inc. for  
Primary Treatment Facility Package 2 (#PW16-28)**

Dear Mr. Finch:

The City has received the bid protest on behalf of Flatiron West, Inc. from Finch, Thornton, Baird dated April 11, 2017, regarding the above referenced project. While your bid protest does not specifically challenge the responsiveness of any other bidder, your protest is premised on multiple grounds which are discussed separately below. Many of the issues raised in the Bid Protest have already been discussed in the City's previous correspondence with Flatiron including the Initial Determination of Non-Responsiveness dated March 15, 2017, and the Final Determination of Non-Responsiveness dated April 5, 2017. In the interest of efficiency, the City will reference those two determination letters rather than reiterate wholesale the City's reasoning included in those letters.

**1. THE CITY'S ABILITY TO CALL OUT ITS OWN EXPERIENCE  
REQUIREMENTS IN THE BID SPECIFICATIONS**

You continue to assert that the City has incorrectly called out the experience requirements in the bid specifications. Namely, you take issue with the following requirement:

INVITATION FOR BIDS ("IFB") #PW16-28, Section 00460, page 00460-2

In order to be considered responsive, the bidder "must have completed at least \$250 million in construction volume over the past 5 years...and must list at least

\$250 million in construction volume on no more than five (5) and not less than three (3) projects completed within the last five (5) years” of the following types:

Water/Wastewater Treatment Plant Facility where the electrical, mechanical and instrumentation systems were part of the Contractor’s contract.

The City’s establishment of these reasonable experience requirements is well within a public agency’s inherent discretion and courts have been highly deferential to a public agency’s decision-making authority in drafting its own bid requirements unless the requirements are “arbitrary and capricious or entirely lacking in evidentiary support” (see *M&B Construction v. Yuba County Water Agency* (1999) 68 Cal.App.4<sup>th</sup> 1353, 1359). As mentioned in the previous City Determination letters to Flatiron, the City wanted a very experienced contractor with appropriate capacity for this extremely critical infrastructure project with significant environmental implications. Accordingly, the City worked closely with its project consultants and various project staff in determining the requirements based on the group’s collective experience in dealing with projects of this size and nature given that the winning bidder would likely be performing multiple projects for different agencies simultaneously.

This well-reasoned analysis is contrary to Flatiron’s claim that the requirement was “arbitrary and capricious”. Conversely, Flatiron’s suggested methodology of dividing the engineer’s estimate by the number of years of the project ignores the practical reality of contractors balancing multiple projects at the same time, especially in the current economic climate and the fact that multiple Bay Area agencies are rehabilitating their wastewater facilities, which impacts the available bidding pool. Regardless, this experience requirement is a judgment call that is solely within the purview of the City.

The City would have not had its own best interests in mind, nor that of its taxpayers, if it crafted impossible experience requirements that precluded any bidder from qualifying, resulting in an expensive and time consuming rebidding process. On the contrary, the other two bidders on the project, C. Overaa & Co. and Kiewit Construction Co., both met all the components of the City’s experience requirements. The fact that two other bidders met the literal experience requirements undermines Flatiron’s theory that the requirement was unreasonable and unattainable.

## 2. THE CITY’S ABILITY TO WAIVE MINOR DEVIATIONS AND ALLOW EXPERIENCE REQUIREMENTS THAT SUBSTANTIALLY COMPLY WITH THE BID SPECIFICATIONS

On January 25, 2017, the City issued Addendum #2 which clarified that:

“The City prefers Contractors and Electrical Subcontractors whose experience meets the requirements as established in the bid specifications. However, the City will consider deviations from the number of projects and/or construction volume requirements, provided that the Bidder’s qualifications *substantially meet the experience requirements as indicated in Specification Sections 00460 and 00461.*

With regard to the number of projects completed within the stated timeframe of five (5) years, the City will consider dates of ‘substantial’ and/or ‘final’ completion.”

The City’s Initial Determination and Final Determination letters elucidated why Flatiron’s inability to meet any of the experience criteria (viz. deficiencies in the \$250 million volume within 5 years and not more than 5 projects) did not amount to “substantial compliance” and therefore those reasons will not be reiterated in great detail here. However, the bid protest now argues that the City’s “substantial compliance” language should be voided as too ambiguous. This argument is without merit.

A long line of California cases have affirmed the rule that “[a] basic rule of competitive bidding is that bids must conform to specifications, and that if a bid does not so conform, it may not be accepted. However, it is further well established that a bid which *substantially conforms* to a call for bids may, though it is not strictly responsive, be accepted if the variance cannot have affected the amount of the bid or given a bidder an advantage or benefit not allowed other bidders or, in other words, if the variance is inconsequential.” (*Bay Cities Paving & Grading Inc. v. City of San Leandro* (2014) 223 Cal.App.4th 1181, 1188 (emphasis added); citing *Ghilotti Construction Co. v. City of Richmond* (1996) 45 Cal. App.4th 897, 904.)

Here, the City’s ability to waive minor defects in the experience requirement is well-settled under the law and the Addendum did not create any new substantive requirements; rather, it simply reiterated an agency’s inherent discretionary authority to consider bids that substantially conform to the bid requirements without having to automatically reject due to a minor deviation. Consistent with the case law, the City’s Addendum language did not affect any of the bid amounts since experience is not related to bid pricing. Moreover, none of the bidders received an unfair competitive advantage since the “substantial compliance” language was issued in an official Addendum that was delivered to all potential bidders prior to bid opening and therefore everyone received the same notice and received the same opportunity to have minor deviations waived.

It is important to note the irony that Flatiron was the bidder that expressly requested the City to broaden the experience requirement to 10 years, otherwise Flatiron “may not meet the requirements” (see attached Western Regional Manager Jason Burden’s e-mail to City dated Jan. 17, 2017), and now Flatiron is protesting the bid based on the very language that the City added to accommodate Flatiron and other bidders who may not have met the exact requirements. While the City declined to expand the requirement to 10 years, the Addendum makes clear that if any bidder substantially complies with the experience requirement then they will not be automatically rejected.

Furthermore, Flatiron’s reference to the *Baldwin-Lima-Hamilton* case is misplaced. That case dealt with an agency’s requirement to “buy American”, but with exceptions under the Government Code. However, the requirement itself was unconstitutional and preempted by federal treaties and trade agreements and therefore inherently nonsensical.

That example is a far cry from the City's clear experience requirements, but with flexibility for minor deviations.

The City's experience standard was not impossible to meet as evidenced by the fact that none of the other two bidders (viz. C. Overaa & Co. and Kiewit Construction Co.) even needed the City's exercise of discretion since they both met the literal experience requirements in terms of the \$250 million project volume and requisite number of projects within the five-year period. The fact Flatiron could not meet these requirements, even with the added flexibility, does not render the City's requirements invalid.

### 3. ALLEGATION OF CITY FAVORITISM AND RECENT CITY AWARD OF MULTI-MILLION DOLLAR CONTRACT TO FLATIRON

Your bid protest's allegation that the City's Addendum language allowing substantial compliance is tantamount to "\$250 million or whatever the City decides" is both hyperbolic and inaccurate. You also imply that this could lead to City favoritism. For the reasons stated above, this inherent discretion to waive minor deviations is already granted to a public agency in reviewing bids and does not, in and of itself, constitute a form of favoritism. Most importantly, the City prides itself in making fair and equitable decisions and did not know in advance which potential bidders might or might not meet these requirements (other than those expressly relayed to the City after the publication of the bids). To further underscore this point, the City has very recently awarded Flatiron a \$4.3 million contract for the Old Mountain View-Alviso Road Bridge Replacement Project No. TR-14/01-15. Therefore, the City does not harbor any animus toward Flatiron; if a bidder is the lowest responsive and responsible bidder, then the City will award them the contract.

### 4. THE CITY'S ABILITY TO REJECT ALL BIDS

The City does not dispute its ability to reject all bids for any reason. This is a well-settled right granted under state law, the Sunnyvale Municipal Code as well as the bid documents themselves. However, there is no reason to do so in this case since the City has determined there is another bidder, C. Overaa & Co., who is responsive to the bid specifications and whose bid price is within the City's acceptable budget. Therefore, the City is not recommending rejecting bids for this project given the sufficiency of C. Overaa's bid and the City's need to adhere to the construction timeline. However, since your protest is advocating for the rejection of all bids, which would preclude the award of the project to C. Overaa, you were required to notify the affected bidders of your protest within five days of the Notice of Intent to Award under the bid protest requirements in the specifications. There has been no confirmation that you served notice of your protest to the affected bidders within the timeframe required by the bid instructions and C. Overaa has communicated via email that they received your protest letter the day after it was required to be delivered. The City reserves its right to assert this procedural violation in further proceedings.

## 5. CONCLUSION

City staff has spent considerable time reviewing the bids, the various correspondence and the underlying issues. In summary, Flatiron's bid was nonresponsive on its face since the experience listed did not meet any of the components of the experience requirements. It would be too great a stretch to consider this deficiency substantially compliant. Moreover, the City's specifications were both reasonable and specific with respect to what was required from bidders and other bidders had no issues submitting responsive bids. For all these reasons, Flatiron's bid protest is denied.

Since the City has recently awarded Flatiron West Inc. another contract, we look forward to working with you on that project and hope that we can cultivate an environment of continued collaboration. If you have any additional questions please do not hesitate to contact me at (408) 730-7418.

Best regards,

*Pete Gonda* (Electronic Signature)

Pete Gonda  
Purchasing Officer  
City Hall Annex  
650 West Olive Avenue  
Sunnyvale, CA 94086

attach.

cc: Kent Steffens, Assistant City Manager  
Manuel Pineda, Director of Public Works  
Office of the City Attorney  
C. Overaa & Company



**From:** Burden, Jason <jburden@flatironcorp.com>  
**Sent:** Tuesday, January 17, 2017 3:49 PM  
**To:** Peter Gonda  
**Cc:** Carter, Jannette  
**Subject:** Primary Treatment Facility Package 2 (Questions)

Pete,

I am submitting the following question regarding bidder qualifications for the above referenced project on behalf of Flatiron Construction Corp.

1) Bidder Qualifications: Section 00460

Ref. 8. Bidders Experience

4-b. The 5-year term limits the number of qualified firms able to submit on this project.

As a General Engineering firm that performs over a \$1B per year in construction in a number of diverse areas of work in the US, we have completed well over \$500M of Water / Wastewater Treatment Plant Facilities in the last 10 years but may not meet the requirements of completed \$250M worth of Water / Wastewater Treatment Plant work in the last 5 years as stated in the qualification requirements. Please consider opening up the time frame from 5 years to 10 years.

Thank you,

**Jason Burden**  
Area Manager  
Western Region

**Flatiron West Inc.,**  
2100 Goodyear Road  
Benicia, CA 94510  
(707) 742-6004 PHONE  
(707) 746-0849 Fax  
(209) 601-6716 CELL  
[www.flatironcorp.com](http://www.flatironcorp.com)

***Build the Best. Be the Best.***

**FINCH • THORNTON • BAIRD<sup>LLP</sup>**

ATTORNEYS AT LAW

**P. Randolph Finch Jr.**  
pfinch@ftblaw.com

File 1003.052

May 1, 2017

VIA ELECTRONIC MAIL ONLY

Mr. Pete Gonda, MPA, CPPO  
Purchasing Officer  
City Hall Annex  
City of Sunnyvale  
650 West Olive Avenue  
Sunnyvale, California 94086  
pgonda@sunnyvale.ca.gov

Re: Bid Protest Of Flatiron West, Inc.  
Project: Primary Treatment Facility Package 2 (#PW16-28)  
Bid Date: March 1, 2017

Dear Mr. Gonda:

As discussed, Flatiron West, Inc., withdraws its protest of award of the above job as well as our Public Records Act request. Flatiron West, Inc., is confident its bid was responsive and it is imminently qualified to perform the project and all other projects in the City's program. Flatiron reserves all rights, claims and defenses regarding future solicitations by the City and is withdrawing its protest as a measure of good faith and good will. Flatiron looks forward to a successful bridge project for the City and also participating in future water projects. Thank you for your courtesy and cooperation.

Very truly yours,



P. Randolph Finch Jr.,  
Partner

PRF:nlh/3B86765

cc: Flatiron West, Inc. - Benicia  
Attn: Mr. Richard Grabinski, Senior Vice President, Western Region (via email only)  
Flatiron West, Inc. - San Marcos  
Attn: Ms. Jannette Carter, Estimating Administrator (via email only)



# City of Sunnyvale

## Agenda Item

---

17-0136

Agenda Date: 5/23/2017

---

### REPORT TO COUNCIL

#### SUBJECT

Award a Contract for Civic Center Master Planning Services to SmithGroupJJR and Approve Budget Modification No. 46 in the Amount of \$1,350,000 from the General Fund Capital Improvement Projects Reserve

#### BACKGROUND

On October 25, 2016, City Council approved a scope of services for the Civic Center Modernization Project Master Plan (RTC No. 16-0072). The scope outlines specific consulting services needed to complete a long-term Master Plan for the Civic Center and further defined what elements of the project would be implemented as part of the first phase of construction. The scope of work also documented decisions that have already been made by the Council and specific studies that were needed to support decision making during the master planning process.

Council direction has guided the Civic Center project at several decision points since community outreach began in early 2015. A brief summary of decisions made to date include the following:

- A "Range of Project Alternatives" document was adopted at the beginning of the 2015 community outreach process (RTC No. 15-011, Feb. 24, 2016, see Attachment 1 for Range of Project Alternatives). It identified that we would evaluate either replacement or renovation/building addition options for the Main Library, Public Safety Building, City Hall Annex and City Hall buildings. It stated that the Sunnyvale Office Center, South Annex, and Garden Conference Room buildings would be demolished. Renovation of these buildings was not being considered.
- Vision Statement, Success Criteria, and Needs Assessment documents were adopted for the Civic Center Project (RTC No. 15-0776, Sept. 29, 2015).
- Eliminate consideration of the sale or lease of land at the Civic Center as a way to provide funding for the project (RTC No. 15-0445, Dec. 15, 2015).
- Eliminate further consideration of Land Use Prototype G - Courthouse land alternative (RTC No. 15-0445, Dec. 15, 2015).
- Based on the results of a community survey on a potential bond measure, do not pursue a bond measure in November 2016, and pursue implementation of the Civic Center Project using a phased approach (RTC No. 16-0077, May 17, 2016).
- Include space for NOVA Workforce Services at the Civic Center either by renovating the City Hall Annex Building or by including space in a new City Hall (RTC No. 16-0072, Oct. 25, 2016).

- The existing City Hall Building will be replaced with a new building that includes sustainable features to achieve a LEED Platinum rating as part of Phase 1 of the project (RTC No. 16-0072, Oct. 25, 2016).
- Further evaluation of the Public Safety Building will be included in the Master Plan for selective remodeling improvements and/or a building addition (RTC No. 16-0072, Oct. 25, 2016).

### **EXISTING POLICY**

General Plan, Chapter 4, entitled “Community Character,” includes the following policies applicable to the Civic Center Modernization Project:

4.1b Consider ways to increase the visibility of the Civic Center on Mathilda Avenue and El Camino Real and consider better identification for the Community Center along Remington.

3.1d Consider developing Zoning Code standards for minimum depths of below grade parking and avoid at grade parking under building.

The Council Fiscal Policy contains several policies related to infrastructure in section 7.1C, *Capital Improvement Policies*:

C.1.3 High priority should be given to replacing capital improvements prior to the time that they have deteriorated to the point where they are hazardous, incur high maintenance costs, negatively affect property values, or no longer serve their intended purposes.

C.1.5 Priority will be given to the repair and replacement of existing infrastructure as compared to the provision of new or expanded facilities.

C.1 The decision on whether to repair or to replace an existing capital asset will be based on which alternative is most cost-effective or provides the best value to the City.

Pursuant to Sunnyvale Charter Section 1305, at any meeting after the adoption of the budget, the City Council may amend or supplement the budget by motion adopted by affirmative votes of at least four members so as to authorize the transfer of unused balances appropriated for one purpose to another, or to appropriate available revenue not included in the budget.

### **ENVIRONMENTAL REVIEW**

This action is to award a contract for Civic Center Master Planning Services and does not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378(a) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment and CEQA Guidelines section 15262, which exempts feasibility and planning studies for possible future actions that have not been funded or approved. The scope of services for the Master Plan includes preparation of a Program Environmental Impact Report (EIR). The EIR will be prepared and circulated for public comment during the master planning process and certified prior to Council action to consider adoption of the final Master Plan.

### **DISCUSSION**

Based on the approved scope of work, staff used a two-step process to select an architect to complete the Master Plan. First, a request for qualifications (RFQ) was issued to solicit interest from qualified firms. The RFQ required information about the consultants’ team, similar projects they had completed, subconsultants they planned to use and their approach to completing the work. The RFQ process was published on the City’s Demand Star procurement system and open to any firms interested in the project. The City received eight statements of qualification from interested architecture firms.

A City evaluation team reviewed all statements of qualification and developed a short list of the four most qualified firms. These four firms were invited to submit more detailed proposals that included proposed fees and a schedule for completing the Master Plan. An expanded evaluation team, which included the City Manager, Civic Center Project Manager, and several department directors reviewed each proposal and conducted interviews of the four finalists. The evaluation team unanimously selected SmithGroupJJR as the most qualified proposer.

Upon selection of SmithGroupJJR, detailed scopes of work were developed for the primary architect and each subconsultant to better define specific work products and assumptions related to their work scopes. The proposed schedule was refined to reflect community outreach activities, key decision points for City Council, and the EIR public review process.

Staff negotiated final fees totaling \$1,146,762 for the base scope of work and outlined several options for additional services if needed. Key work products to be developed as part of the Master Plan include the following:

- **Site Plan.** Overall site plan for the Civic Center Campus showing the placement of buildings for all project phases, primary open space features, and parking solutions. Graphics to depict the campus at the completion of phase 1 and at completion of all phases, including a digital model are included.
- **New City Hall Architecture.** Two architectural concepts will be developed for a new City Hall building, presented for input by the community and Planning Commission, and refined for final selection of a concept by the City Council.
- **City Hall Annex Building Renovation Option.** An assessment of the City Hall Annex building will be completed to evaluate existing structural, mechanical, electrical, plumbing, and roofing systems. Results of the evaluation will be presented to Council to determine if the City Hall Annex should be renovated for NOVA or if space for NOVA should be included in the New City Hall building. Professional fees for this part of the Master Plan total \$97,293.
- **Floor Plans.** Floor plans will be developed for the new City Hall building, City Hall Annex building (if selected for renovation), and for a Public Safety building addition and selective interior remodel. The development of floor plans will ensure project goals are being met such as: creating a welcoming environment, improved customer service, better staff efficiency, and added meeting spaces that are accessible to the community. Floor plans will also be used to finalize building sizes and update cost estimates.
- **Circulation Study.** Circulation for bikes, pedestrians and autos will be planned including looking at options to keep, reconfigure, or close portions of West Olive Avenue and All America Way.
- **Sustainable Design Features.** Sustainable design features will be evaluated and recommended for buildings and site improvements. LEED check lists will be created to identify features needed to meet LEED Platinum for the New City Hall building.
- **Community Outreach.** Community outreach activities are included throughout the master planning process and documented in the project schedule. Outreach activities will include focus groups, numerous reviews by City commissions (Planning Commission, Sustainability Commission, Board of Library Trustees, Parks and Recreation Commission, Bicycle and

---

Pedestrian Advisory Commission), a community-wide workshop, pop-up events, Open City Hall surveys, community newsletter articles, and regular updates to the project website.

- **Environmental Review.** Preparation of a Program EIR covering all phases of the Master Plan will be developed and circulated for public review.
- **Land Survey.** A land survey will be completed to identify the location of major utilities, property lines, easements, contours and other site features. A tree location and condition assessment has already been completed for the campus.
- **Construction Sequencing Plan.** A construction sequencing plan will be prepared to evaluate whether existing buildings can remain occupied during construction of phase 1 improvements or if temporary space will be needed to meet service delivery needs.
- **Cost Estimates.** Preliminary cost estimates will be prepared for all phase 1 improvements.
- **Master Plan Report.** A final report including illustrations will be prepared to document Council direction for all phases for the Civic Center Modernization Project.
- **Optional Services.** Optional services totaling \$52,560 were priced and could be added later as needed. These include: preparation of a physical model of the Civic Center at completion of Phase 1, a stand-alone project website, additional community surveys, additional community meetings.

The schedule for completing the Master Plan including circulation and certification of the Program EIR is approximately 16 months. A project schedule is included in Attachment 1.

### **FISCAL IMPACT**

The total potential contract is \$1,319,254 including \$1,146,762 for base services, \$52,560 for the optional services, and a 10% contingency in the amount of \$119,932.

Budget Modification No. 46 has been prepared to appropriate General Fund Capital Improvement Projects Reserves in the amount of \$1,350,000 to Project 831340 - Civic Center Modernization Project in the Infrastructure Renovation and Replacement Fund. Funds will cover consulting expenses and incidental project expenses such as printing and mailings for public outreach activities. The City is also contracting separately for preparation of the Traffic Impact Analysis and a boundary survey of the Civic Center property. Currently, \$61,085 is unexpended from a total of \$550,000 currently budgeted to the project. With the recommended increase, a total of \$1,411,085 will be available for the contract and other Civic Center planning activities.

**Budget Modification No. 46  
FY 2016/17**

	<b>Current</b>	<b>Increase/ (Decrease)</b>	<b>Revised</b>
<b>Infrastructure Renovation and Replacement Fund</b>			
<u>Transfers In</u>			
Transfer from the General Fund (Project 831340-Civic Center Modernization)	\$61,085	\$1,350,000	\$1,411,085
<u>Expenditures</u>			
Project 831340-Civic Center Modernization	\$61,085	\$1,350,000	\$1,411,085
<b>General Fund</b>			
<u>Expenditures</u>			
Transfer to the Infrastructure Renovation and Replacement Fund (Project 831340-Civic Center Modernization)	\$61,085	\$1,350,000	\$1,411,085
<u>Reserves</u>			
Capital Improvement Projects Reserve	\$32,632,983	(\$1,350,000)	\$31,282,983

Funds for master planning activities are being covered by the General Fund Capital Improvement Projects Reserves. However, the Civic Center project as a whole will be funded from a variety of funding sources including several enterprise funds and development impact fees. Once the Master Plan is complete, data from the plan will be used to develop an equitable funding allocation to various funds. Project funding to date, including the current request, will be reallocated to reimburse the General Fund for planning expenses. Additional funding will be needed for design and construction upon completion of the Master Plan.

**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.

Notices were sent via email to the Civic Center interested parties list.

**ALTERNATIVES**

1. Award a contract in substantially the same a form as Attachment 1 to SmithGroupJJR in an amount not to exceed \$1,199,322 and authorize the City Manager to execute the contract when all necessary conditions have been met.

2. Approve a contract contingency of 10% in the amount of \$119,932.
3. Approve Budget Modification No. 46 in the amount of \$1,350,000 to provide funding for the Civic Center Modernization Project.
4. Other direction as provided by Council.

**STAFF RECOMMENDATION**

Alternatives 1, 2 and 3: 1) Award a contract, in substantially the same a form as Attachment 1 to the report, to SmithGroupJJR in an amount not to exceed \$1,199,322 and authorize the City Manager to execute the contract when all necessary conditions have been met; 2) Approve a contract contingency of 10% in the amount of \$119,932; and 3) Approve Budget Modification No. 46 in the amount of \$1,350,000 to provide funding for the Civic Center Modernization Project.

Master planning is the next step in the Civic Center Modernization Project. Developing a Master Plan will build on the community outreach process and direction the Council has provided to date and create a long-term plan for the Civic Center Campus. More evaluation is needed to make key decisions on building siting, architectural style, parking solutions, site circulation, open space and sustainable features to be included in the project. The Master Plan will also include an environmental impact report that is needed to continue moving forward with the project. Upon adoption of the Master Plan the City will be ready to move forward with design of improvements included as part of phase 1 of the project.

Prepared by: Kent Steffens, Assistant City Manager

Reviewed by: Timothy J. Kirby, Director, Finance Department

Approved by: Deanna J. Santana, City Manager

**ATTACHMENT**

1. Draft Agreement for Civic Center Master Planning



**CONSULTANT SERVICES AGREEMENT BETWEEN  
THE CITY OF SUNNYVALE AND SMITHGROUPJJR  
FOR CIVIC CENTER MASTER PLANNING SERVICES**

THIS AGREEMENT dated \_\_\_\_\_ is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and SMITHGROUPJJR ("CONSULTANT").

WHEREAS, CITY is in need of specialized services in relation to developing a master plan for civic center modernization, including preliminary designs of components in the first major phase; and

WHEREAS, CONSULTANT possesses the skill and expertise to provide the required services;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by CONSULTANT

CONSULTANT shall provide services in accordance with Exhibit "A" attached and incorporated by reference. CONSULTANT shall determine the method, details and means of performing the services.

2. Time for Performance

The term of this Agreement shall be from date of execution to December 31, 2018, unless otherwise terminated. CONSULTANT shall deliver the agreed upon services to CITY as specified in Exhibit "A". Extensions of time may be granted by the City Manager upon a showing of good cause.

3. Duties of CITY

CITY shall supply any documents or information available to City required by CONSULTANT for performance of its duties. Any materials provided shall be returned to CITY upon completion of the work.

4. Compensation

CITY agrees to pay CONSULTANT for the tasks shown in Exhibit "B". Total compensation shall not exceed One Million One Hundred Ninety-Nine Thousand Three Hundred Twenty-Two and No/100 Dollars (\$1,199,322.00). CONSULTANT shall submit invoices to CITY no more frequently than monthly for services provided to date. All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention: Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707 or [accountspayable@sunnyvale.ca.gov](mailto:accountspayable@sunnyvale.ca.gov). Payment shall be made within thirty days upon receipt of an accurate itemized invoice by CITY's Accounts Payable unit.

5. Ownership of Documents

CITY shall have full and complete access to CONSULTANT's working papers, drawings and other documents during progress of the work. All documents of any description prepared by CONSULTANT shall become the property of the CITY at the completion of the project and upon

payment in full to the CONSULTANT. CONSULTANT may retain a copy of all materials produced pursuant to this Agreement.

6. 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.

7. Confidential Information

CONSULTANT shall maintain in confidence and at no time use, except to the extent required to perform its obligations hereunder, any and all proprietary or confidential information of CITY of which CONSULTANT may become aware in the performance of its services.

8. Compliance with Laws

- (a) CONSULTANT shall not discriminate against, or engage in the harassment of, any City employee or volunteer or any employee of CONSULTANT or applicant for employment because of an individual's race, religion, color, sex, gender identity, sexual orientation (including heterosexuality, homosexuality and bisexuality), ethnic or national origin, ancestry, citizenship status, uniformed service member status, marital status, family relationship, pregnancy, age, cancer or HIV/AIDS-related medical condition, genetic characteristics, and physical or mental disability (whether perceived or actual). This prohibition shall apply to all of CONSULTANT's employment practices and to all of CONSULTANT's activities as a provider of services to the City.
- (b) CONSULTANT shall comply with all federal, state and city laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Agreement.

9. Independent Contractor

CONSULTANT is acting as an independent contractor in furnishing the services or materials and performing the work required by this Agreement and is not an agent, servant or employee of CITY. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between CITY and CONSULTANT. CONSULTANT is responsible for paying all required state and federal taxes.

10. Indemnity

CONSULTANT shall indemnify and hold harmless CITY and its officers, officials, employees and volunteers against any and all suits, claims, damages, liabilities, costs and expenses, including attorney fees, arising out of the performance of the work described herein caused by or related to the negligence, recklessness, or willful misconduct of CONSULTANT, its employees, subcontractors, or agents in the performance (or non-performance) of services under this Agreement.

11. Insurance

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 or endorsements as specified in Exhibit "C."

12. CITY Representative

Kent Steffens, Assistant City Manager, as the City Manager's authorized representative, shall represent CITY in all matters pertaining to the services to be rendered under this Agreement. All requirements of CITY pertaining to the services and materials to be rendered under this Agreement shall be coordinated through the CITY representative.

13. CONSULTANT Representative

Todd Kohli, Principal, shall represent CONSULTANT in all matters pertaining to the services and materials to be rendered under this Agreement; all requirements of CONSULTANT pertaining to the services or materials to be rendered under this Agreement shall be coordinated through the CONSULTANT representative.

14. 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: Kent Steffens, Assistant City Manager  
Office of the City Manager  
CITY OF SUNNYVALE  
P. O. Box 3707  
Sunnyvale, CA 94088-3707

To CONSULTANT: Todd Kohli, PLA, ASLA, Principal  
SmithGroupJJR  
301 Battery Street, 7<sup>th</sup> Floor  
San Francisco, CA 94111

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by email or fax, to accomplish timely communication. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of three business days after mailing.

15. Assignment

Neither party shall assign or sublet any portion of this Agreement without the prior written consent of the other party.

16. Termination

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) 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.

If CITY fails to pay CONSULTANT, CONSULTANT at its option may terminate this Agreement if the failure is not remedied by CITY within (30) days after written notification of failure to pay.

17. 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.

18. Governing Law, Jurisdiction and Venue

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

19. 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

APPROVED AS TO FORM:

SMITHGROUPJJR ("CONSULTANT")

By \_\_\_\_\_  
City Attorney

By \_\_\_\_\_  
\_\_\_\_\_  
Name and Title

By \_\_\_\_\_  
\_\_\_\_\_  
Name and Title

## **EXHIBIT A – SCOPE OF WORK**

### **UNDERSTANDING OF THE PROJECT**

In order to improve the quality of services, increase accessibility to all members of the community, and remain contemporary with current city requirements and trends, the City of Sunnyvale has initiated a Civic Center Modernization Project to evaluate the entire campus and develop a master plan for immediate and future campus and facility needs. The Civic Center Modernization Project includes the following key components: City Hall, Main Library, Public Safety Headquarters, site improvements, open space amenities, and parking facilities; demolition of the existing Sunnyvale Office Center, City Hall, South Annex and the renovation or demolition of the City Hall Annex building. In addition, the project requires relocation of the NOVA facility and workforce, and potential displacement of City personnel within the many departments on campus.

The Master Plan is intended to build upon the work already started by the City in 2015 and the Sunnyvale Civic Center Space Program, and ultimately will serve as a guiding document for the future, much beyond the first phase. Due to funding limitations, the Project will be carried out in phases with Phase 1 including a master plan for a new City Hall building, selective renovation, expansion or replacement of the Public Safety Headquarters building, a new Emergency Operations Center, possible renovation of the City Hall Annex building, and demolition of the existing City Hall, Sunnyvale Office Center, and South Annex buildings. The anticipated budget for Phase 1 is \$100-150 million. Future phases will include the renovation and expansion or replacement of the Main Library and Public Safety Headquarters Buildings.

The City has already developed a critical Needs Assessment, Vision Statement and Success Criteria in order to achieve its goals for creating a civic center that efficiently and effectively services the community, champion's sustainability, is modern, contemporary and resilient to change, and welcomes the community while instilling a sense of pride. Significant elements to be incorporated into the Master Plan include a high percentage of green/open space, pedestrian-friendly and accessible layout, multi-functional community space, improved circulation and security. The Master Plan will address the campus in its entirety, while respecting and preserving the significance of the Community Garden, as well as the abundance of beautiful, mature trees on the site. The City's goal is to certify the environmental document and adopt the Master Plan expeditiously.

## **SCOPE OF SERVICES**

Every project is unique and the design process is work intensive, time sensitive and must be carefully planned to achieve a successful outcome. We propose a three-phase process to develop the Master Plan:

### **1. Define the Problem**

The planning process will commence with an analysis and strategy phase wherein the planning team will listen, assess the previous plans, establish planning objectives, investigate existing site and contextual conditions and patterns, study zoning and regulatory items and uncover meaningful relationships for both on- and off-site elements. The goal is to identify and define strategic level concerns that may need immediate attention, while allowing concurrent, detailed analysis on other aspects. We anticipate engaging with a core project team and project leadership to ensure effective, efficient decision making. Community and stakeholder engagement will also commence during this phase.

### **2. Set a Strategic Direction**

Following definition of the problem and analysis of the existing physical information, previous planning studies, zoning and regulatory issues, demand analysis, and the testing of early ideas, the planning team will continue with an iterative problem solution phase to test alternative concepts. This phase will illustrate multiple ways to achieve the vision and goals within the identified sustainable, physical, and financial constraints. During this phase, the planning team will present the alternative ideas and develop a preferred plan and initial ideas regarding design guidelines and implementation.

### **3. Implementation Strategy**

Phase 3 emphasizes evolution of the master plan concepts and development of detailed floor plans, landscape plans, sustainable design features and construction sequencing for the Phase 1 buildings (City Hall, Department of Public Safety, and Annex Building). Our team brings a holistic perspective on sustainability that is not a separate task, but rather woven through our entire process and deliverables. We will meet LEED Platinum minimum standards, while looking for opportunities to push traditional limits as part of a design that is truly regenerative and net-positive.

*Note: Detailed descriptions of consultant's work is described under the Consultants line item, starting on Page 15.*

## **TASK 1—DEFINE THE PROBLEM**

### **Task 1.1—Project Initiation, Communication + Outreach Strategy**

Upon receipt of a signed contract or written authorization to proceed, SmithGroupJJR will meet with project leadership to review and refine the scope of services and define the public participation process, define project milestones, determine milestone dates, and discuss anticipated format of deliverables.

SmithGroupJJR will establish a project communication strategy, based on recommendations from project leadership, including in-person meetings and online participation.

As part of the Project Initiation, SmithGroupJJR will conduct up to three focus group meetings to hear concerns and general issues from the neighborhood and other interested parties. SmithGroupJJR will present the Master Planning Process and have a series of questions prepared to help facilitate these meetings.

All meetings will be within one evening starting at 4pm, and be an hour each, with 30 minutes in between for a break and compiling notes from each meeting. The City will arrange for the meeting space, invite all attendees, and confirm reservations for up to 15 people per meeting. Up to 4 people from SmithGroupJJR will be involved in order to answer any questions that may arise during these meetings.

SmithGroupJJR will provide notes from each focus group meetings and send to the Core Team after they are compiled. This will become part of the master plan book as an appendix.

### **Task 1.2—Analysis and Assessments**

SmithGroupJJR and the project team will, concurrent with stakeholder engagement, conduct a review of available data, previous and current plans, and existing physical conditions throughout the campus and the surrounding context. This analysis will efficiently build off of previous studies to evaluate the strengths, challenges, issues, and opportunities present in the area. This analysis is expected to cover the following key topics, which have implications on desired sustainable, physical characteristics of the Civic Center and have impacts on environmental sustainability and quality of life/work.

1. Land Survey—the land survey will be completed within Task 1, and will include: property lines, building locations, utility infrastructure, site features, and incorporation of City issued Tree Survey. A title search will be completed to document all easements and property restrictions
2. Buildings & Architecture, including MEP, structural, exterior building systems, and architectural assessments
  - a. Architectural Assessments will be done visually and with photographs only. If field verification of exterior and interior measurements are required, this would be an additional service.
3. Land Use & Zoning
4. Transportation & Parking
5. Landscape & Open Spaces
6. Demographics
7. Infrastructure & Sustainable Systems, including utilities, stormwater, photovoltaic, geothermal, and sustainability
8. Environmental Systems, Baseline Studies, and CEQA analysis - Program level Environmental Impact Report
9. Concept Massing Strategies of Buildings—utilizing proposed departmental programs



SmithGroupJJR will develop an atlas of technical memos and analysis maps that identify key assets and gaps or opportunities across the topics listed above. Analysis findings will be shared with the core project team and team leadership to clarify issues and help facilitate conversation at the early stage of the process.

### **Task 1.3—Visioning**

During an all-day Visioning Session, SmithGroupJJR will introduce the planning process and communicate the schedule, process, commitment of time and resources, solicit input on campus issues, first thoughts, assessments and previous planning ideas. This is where the strategic direction will be formulated as a team to set the framework for the remainder of the project. After the Visioning session, SmithGroupJJR will compile the notes, graphics, and complete a booklet to finalize this milestone. Smile!

1. In this session, SmithGroupJJR will want to meet with NOVA, and other City Departments to better understand service delivery needs. These can be 1 hour meetings after the initial feedback session.
2. We will discuss further prior to this session, but we will likely tour the campus, existing city hall, and the public safety building.

Up to four (4) people from the SmithGroupJJR team will be present at this meeting.

### **Task 1.4—Sustainability Commission Meeting**

Utilizing the Analysis Task (1.2) and the Visioning Task (1.3) results, SmithGroupJJR will prepare first thoughts on the Sustainability strategies of the new buildings and the entire campus in order to meet with the Sustainability Commission.

Up to two (2) people from the SmithGroupJJR team will be present at this meeting.

### **Task 1.5—Report to Project Manager on Assessments**

In preparation for the Presentation to the Core team (Task 1.6) and for the City Council Meeting #1 (Task 1.7), SmithGroupJJR will compile the analysis notes and assessment memos from all disciplines affected to present to the Project Manager for review and to incorporate into their report for City Council.

### **Task 1.6—Core Team Meeting**

In preparation for the Presentation to the City Council for the #1 meeting (Task 1.7), SmithGroupJJR will meet with the Core Team to show the draft presentation and recommendation and receive commentary for potential changes to present to City Council.

Up to three (3) people from the SmithGroupJJR team will be present at this meeting.

### **Task 1.7—City Council Meeting #1—Renovated Annex Building, Public Safety Building Addition, and Emergency Operations Center**

As part of the problem definition phase, SmithGroupJJR will work with project leadership to develop a memo or short presentation in order to be on the City Council Meeting agenda to ask direction on the Annex Building along with the Public Safety Building. Utilizing the assessments from architecture, MEP, and Structural, we'll have two options for consideration—renovate the annex building, or demolish and include that program within the new city hall, along with an additional building at the existing public safety building, or having the Emergency Operations Center within City Hall.

A minimum of 2 member (maximum 3 members) of the SmithGroupJJR team will be present at the City Council meeting.

### **Task 1.8—Analysis Presentation**

Our team will conduct an analysis, visioning, and community meeting report-out to the Core Team, and other appropriate groups and committees as determined by the City Project Manager, to solicit the City's final thoughts and commentary on the vision, principles, and goals. This session will finalize the overall Task 1, and determine the urban design and planning vision, framework and principles to guide decision-making throughout the remainder of the master planning process.

The deliverables at the end of this phase will include:

1. Meeting Notes
2. Summary Analysis Presentation and Booklet
3. Materials for the Website
4. Quarterly report

Meetings will include:

1. Bi-weekly project management meetings (in-person or WebEx)
2. Focus Group meetings, up to three (3) with fifteen (15) members for one (1) hour meeting each
3. Assessment meetings for all disciplines affected with City staff as required for analysis of existing buildings and systems, parking, transportation, and open space
4. All-day Visioning in-person meeting
5. Sustainability Commission meeting
6. Core Team Presentation on Recommendation
7. City Council Meeting
8. Analysis Presentation (WebEx)

## **TASK 2—SET A STRATEGIC DIRECTION**

### **Task 2.1—Alternative Scenarios and Concept Development**

SmithGroupJJR will employ an “alternative future” scenario planning process to work with the City to develop goals and objectives, assess drivers for change, and identify sources of future uncertainty. Once these inputs are identified, the core project team, team leadership, and other stakeholders will develop and review two alternative scenarios that describe how the land use/space programming and recommended utilization and/or land use of holdings is expected to change.

Alternative scenarios will then be used as a basis for developing conceptual-level plans and physical change recommendations that may describe buildings, streets, infrastructure, open space, and program changes in the Civic Center study area. As part of the concept development, SmithGroupJJR will study the following major components: City Hall, Main Library, Public Safety Headquarters, site improvements, open space amenities, and parking facilities; and demolition of the existing Sunnyvale Office Center, City Hall, and South Annex buildings. These concept plans will be assessed by the core team, project leadership, experts, community, and other stakeholders in relationship to the project goals and objectives to determine a preferred concept plan.

### **Task 2.2—Architectural Concepts**

Based on the anticipated Phase 1 scope, SmithGroupJJR will provide additional concept development for a new City Hall building, selective renovation and/or expansion of the Public Safety Headquarters building, renovation of the City Hall Annex building or replacement of the City Hall Annex building by including additional space in the new City Hall, and demolition of the existing City Hall, Sunnyvale Office Center, and South Annex buildings. These architectural concepts will evaluate options for building height, shape, location, and be tested with the core project team and project leadership. Specific concepts provided include:

- 76,000 SF City Hall with potential additional space for NOVA, Emergency Operations, and Fire Prevention Staff
- 5,300 SF Department of Public Safety Addition, Perimeter Security Improvements, Emergency Operations Center
  - *Note: If we determine a building addition is the best option to meet public safety needs the addition would include space for fire protection and likely other functions (e.g. crime lab, locker rooms, and/or briefing room) depending on cost.*
- 20,900 SF Annex Building Renovation

### **Task 2.3—Site Master Plan Concepts**

SmithGroupJJR will test several site scenarios to ensure that improvements completed as part of Phase 1 are compatible and complementary to future phases of the project. Site alternatives concepts will include:

- Building Location Alternatives
- Circulation
- Parking
- Open Space
- Sustainable Features

As part of this Task, the SmithGroupJJR team will also conduct several community commission meetings to enable us to design two schemes that incorporate appropriate feedback on programmatic items of the site, buildings, and sustainable features. These meetings will include:

1. Board of Library Trustees

2. Bicycle and Pedestrian Advisory Commission
3. Parks and Recreation Commission
4. Planning Commission
5. Pop-up meetings (Famer's Market, Open City Meetings)
  - a. SmithGroupJJR will design appropriate supporting materials for these, but will not attend these meetings
6. Help coordinate Open City Hall Surveys

#### **Task 2.4—Core Team Meeting**

SmithGroupJJR will prepare a draft presentation to show the Core Team for feedback and commentary. With the Project Manager, SmithGroupJJR will adjust the presentation as necessary in preparation for the City Council Study Session #1.

Up to two (2) SmithGroupJJR teammates will be present at this meeting.

#### **Task 2.5—Interactive City Council Study Session #1: City Council Meeting #2**

As part of the iterative task of the site master plan concepts, an interactive workshop with City Council will occur prior to discuss key issues and early concepts. The comments during this workshop will be incorporated as needed in order to best prepare for the next meetings within the schedule.

#### **Task 2.6—Parks and Recreation Commission Meeting**

Utilizing the Analysis Task (1.2) and the Visioning Task (1.3) results, SmithGroupJJR will prepare first thoughts on the Open Space of the entire campus in order to meet with the Parks and Recreation Commission. We'll have initial thoughts on program, sustainability, and other topics to discuss, in order to provide initial feedback and, further develop these ideas to integrate into the final 2 alternative master plans.

#### **Task 2.7—Core Team Meeting**

SmithGroupJJR will prepare a draft presentation to show the Core Team for feedback and commentary. With the Project Manager, SmithGroupJJR will adjust the presentation as necessary in preparation for the City Council Study Session.

Up to two (2) SmithGroupJJR teammates will be present at this meeting.

#### **Task 2.8—Interactive City Council Study Session: City Council Meeting #3**

As part of the iterative task of the site master plan concepts, an interactive workshop with City Council will occur prior to the Community Meeting(Task 2.9) to discuss key decisions. The comments during this workshop will be incorporated as needed in order to best prepare for the Community Meeting showing the Core Team and City Council's desire.

#### **Task 2.9—Community Meeting**

As part of the strategic direction phase, SmithGroupJJR will work with project leadership to plan and format activities for this community touch point. Although the agenda and format is not set at this juncture, we would anticipate this Community touch point to be one (1) evening public community workshop where we are showing two schemes and getting community input and feedback.

### **Task 2.91—Report to Project Manager on Alternatives**

In preparation for the Presentation to the Core team (Task 2.92) and for the City Council Meeting #4 (Task 2.92), SmithGroupJJR will prepare a PowerPoint presentation and a memorandum to the Project Manager to incorporate into their report for City Council.

### **Task 2.92—Core Team Meeting**

SmithGroupJJR will prepare a draft presentation to show the Core Team for feedback and commentary. With the Project Manager, SmithGroupJJR will adjust the presentation as necessary in preparation for the City Council Meeting #4 (Task 2.92).

Up to two (2) SmithGroupJJR teammates will be present at this meeting.

### **Task 2.92—City Council Meeting #4—Deciding on Direction for final scheme**

SmithGroupJJR will work with project leadership to develop a memo or short presentation in order to be on the City Council Meeting agenda to ask direction on the 2 Alternate Schemes of the Master Plan and Architectural Options.

A minimum of 2 members (maximum 4 members) of the SmithGroupJJR team will be present at the City Council meeting.

The deliverables at the end of this phase will include:

1. Meeting Notes
2. Summary Presentation and Booklet
3. Materials for the Website
4. Quarterly report

Meetings will include:

1. Bi-weekly project management meetings (in-person or WebEx)
2. Library Trustees (in-person; date to be determined with Project Manager)
3. Bicycle and Pedestrian Advisory Commission (in-person)
4. Parks and Recreation Commission (in-person)
5. Planning Commission (in-person)
6. Architectural and Site Master Plan Concept Meetings with Core Team, up to three (3) (in-person or WebEx)
7. Core Team Meeting
8. Interactive City Council Study Session: City Council Meeting #2 (in-person)
9. Core Team Meeting
10. Interactive City Council Study Session: City Council Meeting #3 (in-person)
11. Community Meeting Preparation (WebEx)
12. Community Meeting (on-site, evening presentation)
13. Core Team Meeting
14. City Council Meeting #4 (in-person)

## **TASK 3—MASTER PLAN + IMPLEMENTATION STRATEGY**

### **Task 3.1—Master Plan + Key Topics**

The master plan and implementation strategy will emphasize key topics of change for the area. It is through these key topics that physical and policy recommendations will be made. Each key topic will explore important recommendations for long-term growth and incremental phasing of the site.

#### *BUILDINGS & ARCHITECTURE*

Provide general recommendations for building form, mass, and orientation as it relates to the preferred concept plan. This topic is critical for establishing the desired character and feel of the area.

#### *TRANSPORTATION INFRASTRUCTURE*

Assign roads within the study area to specific street typology classes that describe desired levels of service for different modes of transportation (car, commercial traffic, transit, bicycling, and walking). General recommendations for the types of improvements and need for each street type will be provided.

#### *PARKS AND OPEN SPACES*

Develop concept level illustrations of significant open spaces along with a range of potential programming activities to activate public spaces. This includes recommended facilities and improvements.

#### *DEMOGRAPHICS*

Recommend how the physical master plan can best meet the needs of key demographic groups. Recommendations may also highlight special engagement activities to maintain communication with the community.

#### *INFRASTRUCTURE & SUSTAINABLE SYSTEMS*

Develop strategies and recommendations for physical infrastructure including needed utility capacities to support growth as well as opportunities for sustainable design and construction practices in the project.

#### *ENVIRONMENTAL SYSTEMS & CEQA ANALYSIS*

Develop a program-level Environmental Impact Report that covers all elements of the Master Plan with sufficient detail to enable the City to proceed with construction on Phase 1 of the project and include a Traffic Impact Analysis (prepared by the City).

### **Task 3.2—Architectural Concepts**

Final concepts will be developed to show exterior building materials, showing the site context with parking, circulation and basic landscape features. The Team will provide a digital model of the final concept designs along with architectural renderings. The final architectural concept selected will then become part of the overall site Master Plan. An Optional task includes a physical model of the building itself, or of the entire/partial site, and would be confirmed at that juncture.

### **Task 3.3—Building Floor Plans**

Once the building height and shape have been determined, floor plans for each floor of the New City Hall will be developed using the space programs that have already been completed. As part of this task, individual meetings will be conducted with representatives of each department to better understand staffing, the need for adjacencies, amenities and service delivery needs.

### **Task 3.4—Preliminary Landscape Design**

The master plan will consider unique natural and environmental considerations, account for active and passive space, develop potential programmatic opportunities, consider character of open space, propose drought resistant landscape, take advantage of existing mature trees, incorporate a civic plaza for community events, include outdoor patio spaces as appropriate, and consider opportunities for accessible green roofs.

### **Task 3.5—Preliminary Plan Review: Core Team Meeting**

Based on the input from previous meetings, direction from committees, and final projections, the SmithGroupJJR team will prepare a Preliminary Master Plan. This plan will combine the best components of each of the scenario planning concepts to reflect key topics outlined in 3.1. The purpose of the preliminary Master Plan is to establish an overall organizational strategy for the campus and reinforce the strategic ideas. SmithGroupJJR will employ two- and three-dimensional modeling tools, cross sectional diagrams, vignettes, and simple graphical illustrations to communicate the plan components. The SmithGroupJJR team will meet with the Core Team to introduce the Preliminary Plan for review. SmithGroupJJR will facilitate the discussion and confirm the content, direction, and any changes to be incorporated into the Master Plan. This plan will be utilized as the basis for the Program Level EIR.

### **Task 3.6—Implementation Strategy**

The SmithGroupJJR team will develop phasing and implementation plans for completion of the overall Masterplan. However, the first phase will be clearly defined as the buildings discussed in the scope noted above, along with parking, and open space that will need to be incorporated under the ear-marked fees discussed in the RFP (\$100M-\$150M). These future phases will demonstrate what actions could happen and the interdependence of projects, highlighting new construction, demolition, and renovation; site and infrastructure improvements; modifications to roadways and parking; and civic improvements. Master plan-level cost data, potential partnership opportunities and/or funding sources will need to be discussed within the City framework and with the Community in order to support and approve the phases that would come after Phase One.

### **Task 3.7—Sustainability Commission Meeting**

SmithGroupJJR will present the LEED checklist to the Sustainability Commission.

Up to two (2) people from the SmithGroupJJR team will be present at this meeting.

### **Task 3.8—Core Team Meeting: Draft EIR Briefing**

Prior to the release of the Draft EIR, the team will come to the City to meet with the Core team and brief the team on the Draft EIR. Up to 1 person from SmithGroupJJR will be there, along with the consultant, Panorama to go over this document.

### **Task 3.9—Draft Master Plan Report**

Upon approval of the final Master Plan preferred scheme, the SmithGroupJJR team will expand the report outline and prepare the draft Master Plan report. The draft report will record the project approach, campus and community engagement process, analyses, findings, summary of alternatives, and final Master Plan recommendations. The report will also include an appendix with analytical back up from each sub consultant. The SmithGroupJJR team will utilize graphics prepared during the master planning process and will not create new drawings for this report. SmithGroupJJR will introduce the Draft Master Plan during a briefing to the core team.

### **Task 3.91—Final Report**

SmithGroupJJR will finalize the Master Plan report incorporating edits and input from the review and recommendations incorporating any changes from the EIR. The report and summary will be prepared in digital format, with color graphics, diagrams and photographs incorporated throughout the documents. Two (2) bound copies of the report, a print-ready digital file, and PDF files for posting on the Master Plan website will be prepared and delivered to the institution.

The final Master Plan, and all associated recommendations, and phasing will be presented to the core team to validate the final recommendations of the planning process and discuss final documentation and submittal requirements.

### **Task 3.92—Planning Commission Meeting**

After the SmithGroupJJR Team publishes the final EIR, we will work with project leadership to develop a memo or short presentation to discuss the final preferred master plan scheme, architectural concept drawings, and program level EIR. The outcome of this meeting will be the Planning Commission Certifying the EIR so we can proceed to the final City Council Meeting and approving the Final Masterplan.

A minimum of 2 members (maximum 4 members) of the SmithGroupJJR team will be present at the Planning Commission meeting.

### **Task 3.93—Core Team Meeting**

SmithGroupJJR will prepare a draft presentation to show the Core Team for feedback and commentary. With the Project Manager, SmithGroupJJR will adjust the presentation as necessary in preparation for the City Council Meeting #5 (Task 3.93).

Up to two (2) SmithGroupJJR teammates will be present at this meeting.

### **Task 3.94—City Council Meeting #5—Approving the Final Masterplan**

SmithGroupJJR will work with project leadership to develop a memo or short presentation in order to be on the City Council Meeting agenda to ask for approval of the Master Plan and Architectural Options.

A minimum of 2 members (maximum 4 members) of the SmithGroupJJR team will be present at the City Council meeting.



The deliverables at the end of this phase will include:

1. Meeting Notes
2. Draft Master Plan document
3. Final Master Plan document
4. Digital Site Renderings
5. Digital 3D Model
6. City Hall Net Zero Evaluation and LEED checklist
7. Materials for the Website
8. Quarterly report

Meetings will include:

1. Bi-weekly project management meetings (in-person or WebEx)
2. Architectural and Site Master Plan Preferred Alternative Meetings with Core Team, up to two (2) (in-person or WebEx)
3. Draft Master Plan Report presentation to Core Team (WebEx)
4. Sustainability Commission meeting
5. Core Team Meeting: Draft EIR Meeting
6. Planning Commission and City Council Meeting Preparation (WebEx)
7. Planning Commission Meeting (in-person)
8. Core Team Meeting
9. City Council Meeting #5 (in-person)

## **TASK 4—COMMUNITY OUTREACH**

### **Task 4.1—Community Outreach**

SmithGroupJJR will coordinate with the Core Team and prepare materials for up to fourteen (14) Community Meetings:

1. Parks and Recreation Commission—1 meetings
2. Sustainability Commission—2 meetings
3. Library Trustees—1 meeting
4. Bicycle and Pedestrian Advisory Commission—1 meeting
5. Planning Commission—2 meetings
6. City Council Study Session—1 meeting
7. Community-wide Meeting—1 meeting
8. City Council Meetings—5 meetings

As noted in the tasks described above for all of the meetings, along with supporting the City in monthly website postings with meeting notes, pdfs, imagery, and other materials we've completed to date as required, and quarterly articles/summaries for the City's quarterly report on the Master Plan process.

Additional meetings can always occur, once we've agreed on appropriate additional services as requested.

## **TASK 5—PROJECT MANAGEMENT & MEETINGS**

### **Task 5.1—Project Management & Meetings**

Bi-weekly meetings will be held with the City's Project manager either by phone, WebEx, or in-person, depending on the agenda topics, and if there are other potential meetings that need to occur that same day for the benefit of the project. These bi-weekly meetings will occur within the master planning iterative process. After the third community meeting, SmithGroupJJR will meet with the City Project manager to determine if bi-weekly meetings will be necessary, and determine when meetings should occur, since the EIR process will be happening in earnest, and some weeks, we may not have any status updates. This can be determined at a later date, knowing that we want to remain open and communicative to the City—and at the same time be conscious of everyone's time.

## **ASSUMPTIONS**

SmithGroupJJR assumes that the following information required for the performance of SmithGroupJJR's work shall be provided by the Client:

1. Updated Program for all architectural components
2. Maintenance Report of existing buildings, for last 3 years
3. Existing condition surveys and tree surveys (in excel)
4. Boundary Surveys or title maps
5. Geotechnical investigation and reports (if applicable)
6. Soils report (if applicable)
7. Aerial photography (if available)
8. Data and information on the site and environs, existing infrastructure, government regulations, and other information as noted in the scope of work
9. Copies of previous studies and preliminary design for the property (if applicable)
10. Market information and other relevant research materials (if applicable)
11. Other information when requested, when readily available
12. Liaison with Jurisdictional Agencies
13. Governmental Approvals
14. Work to be performed by Client and other consultants as noted in the scope of work, including, but not limited to regulatory compliance services
15. Timely review by Client on generated reports—2 weeks
16. Timely review of PowerPoint or Memorandums—2 days
17. All other assumptions are outlined in the body of this "Attachment A"

## **EXCLUSIONS**

The following services and products are not included with this contract:

1. Tasks as indicated to be performed by others
2. Cost estimating, beyond the current scope noted
3. Bidding and negotiating services
4. Services or products requested beyond the Scope of Work and or Limit of work
5. Fees: payment for governmental permits, application fees, processing fees, and plan check fees
6. Geotechnical and hydrological reports
7. Agricultural / horticultural soil testing
8. Fine grading and drainage design and construction documentation
9. Irrigation design
10. Water feature design
11. Signage design
12. Site lighting design
13. Waterproofing
14. Agency Plan Checking Processing
15. As Built Drawings

## **SCHEDULE**

In Attachment A, we have illustrated a Project Schedule indicating each task and corresponding milestones over the duration of the project and the interaction of the entire SmithGroupJJR team. Our full team will be engaged at some level with the master planning process, and we'll engage the subconsultants to test our alternatives and to ensure the best, most innovative ideas are integrated into the final plans. SmithGroupJJR plans to update this work plan regularly as the project proceeds.

The schedule relies on full cooperation of the City, and having timely reviews of PowerPoints, Memos, and Major Written Documents in order to stay within the schedule. The schedule is subject to change as SmithGroupJJR might find efficiencies in meetings, or other tasks, for the betterment of the project; however, we are also subject to City response and decision making, and this schedule reflects an expedient process.

It is our assumption that if we are to receive a signed contract within the first week of June 2017, that the schedule would last for approximately 16 months, depending on availability of Commissions, City Council, the Core Team, and other decision makers that will be needed in order to get Client direction and buy-in. If the schedule goes beyond 16 months, the team would expect a discussion on how much additional time would be needed to complete the job and if an additional service may be required.

## CONSULTANTS

SmithGroupJJR anticipates using the following consultant(s) for this project. The consultant's scopes are included below under each of their respective company names. The costs of these consultants will be borne by SmithGroupJJR and are included in the SmithGroupJJR projected fee in Attachment C.

### Atelier Ten – Sustainability

---

#### BASE SERVICE – ENVIRONMENTAL MASTERPLANNING

Our role will be to provide the analysis and consulting necessary to assist in the development of a specific Environmental Masterplan integral to the overall campus. As part of this effort, Atelier Ten envisions working closely with the design team and the client to determine the benefits and performance level of different levels of design for the buildings, transportation, and utilities infrastructure of the development.

#### NEW CITY HALL – SUSTAINABLE DESIGN FEATURES

- Provide a preliminary appraisal that indicates the potential for LEED Platinum certification.
- DELIVERABLE: LEED appraisal for City Hall.

#### RENOVATED ANNEX BUILDING – SUSTAINABLE DESIGN FEATURES

- Identify energy system upgrades needed to meet the current Title 24 energy code.
  - If an energy model is needed, Atelier Ten can provide as an additional service.
- DELIVERABLE: Memo on recommendations above.

#### SITE MASTER PLAN – SUSTAINABLE DESIGN FEATURES

- Recommend best practices for parking design approach.
- Provide a PV calculation to determine renewable energy opportunity for parking structure.
- Evaluate current sustainability commitments and initiatives, to refine additional sustainability goal setting.
- Evaluate existing infrastructural connections and municipal issues with regards to alternative transportation, utilities, and planning.
- Identify effective energy performance strategies to establish preliminary energy performance targets.
- Identify ecological goals that may include groundwater recharge, native and adapted species selection, and stormwater management and capture for re-use.
- Review applicability of using widely-accepted benchmarking standards, including the LEED rating system, Sustainable Sites Initiative, regional sustainability initiatives, or other quality assurance standards for different scale and types of projects.
- DELIVERABLE: Environmental Masterplan document that translates the current sustainability goals into a document that will identify headline sustainable objectives, establishes environmental performance targets, and recommends sustainable design process requirements to guide individual projects on site and integrate into the overall vision.

#### ENVIRONMENTAL REVIEW

- Coordinate with EIR to provide information from master plan studies to for inclusion in draft EIR.

## PROJECT MANAGEMENT AND MEETINGS

- Attend two (2) community meetings with the Sustainability Commission focused on sustainability for the project.
  - Facilitate a design meeting with key stakeholders to discuss sustainability priorities, goals and performance benchmarks; identify design opportunities and challenges.
  - Facilitate a meeting describing the process of the masterplan and present the LEED Checklist.
- Project Meetings in San Francisco: up to 4, including design charrette and community meeting

## MASTERPLAN REPORT

- Summarize sustainability strategies and LEED checklists for each component of the masterplan.
- Provide up to two updates to the Environmental Masterplan document based on review comments provided by the City.
- DELIVERABLE: Revised Environmental Masterplan document.

## NEW CITY HALL - NET ZERO EVALUATION

- Develop a conceptual whole-building energy model based on the proposed building program, location, and preferred massing scheme.
- Identify potential energy use of the building, and identify an achievable path to net-zero energy.
- Coordinate life-cycle cost analysis for up to five (5) EEMs. Capital cost, maintenance cost, discount rate, inflation, and utility rates to be provided by others.
- DELIVERABLE: Energy Analysis memo

## ADDITIONAL SERVICES

Additional Services are sometimes required for projects of a certain scale or complexity. If the client determines that Additional Services would benefit the project, Atelier Ten would be pleased to provide them under a separate agreement.

## EXCLUSIONS

The following services are NOT included in this proposal for Base Services and are understood to be provided by another consultant:

- Building commissioning
- Envelope commissioning
- Cost Estimating
- Civil, site and MEP engineering
- Landscape design
- Emergency or exit lighting

1. **Land Survey:** BKF will provide the following land surveying services for master plan base mapping purposes. It is assumed that the City will retain BKF to perform the first phase of survey in our proposal dated April 4, 2017. The remainder of the required survey services is shown below:
  - a. **Map Existing Easements:** Utilizing the Title Report and associated record documents acquired, BKF will map all existing easements contained in the report and documents and will coordinate with the Title Company if an errors / omissions / discrepancies are discovered.
  - b. **Map Existing Utilities:** Underground storm drain, sanitary sewer and water utilities will be mapped based on available City record documents. Underground gas and electric utilities will be mapped based on PG&E maps. BKF will compile and incorporate these underground utilities into the overall survey.
  - c. **Supplemental Topographic Survey:** BKF will perform topographic survey of surface improvements using conventional ground topographic survey methods to supplement the aerial survey under trees, on hardscape, locating surface evidence of utilities and other areas as necessary to provide a complete and accurate topographic map. It is BKF's understanding all existing trees on the site have been documented and will be made available by the City to BKF for incorporation into the overall topographic survey.
  - d. **Underground Utility Locating and Supplemental Surveying Services:** Underground utility locating and supplemental topographic surveying outside of the scope described above are excluded from BKF scope of services. It is anticipated utility locating and supplemental topographic surveying will be required for design purposes and can be provided as an additional service once the actual design scope and extents are defined. BKF will compile and incorporate found underground utilities into the overall topographic survey.

## **OPTIONAL SCOPE OF SERVICES**

### **Task A: New City Hall**

1. **Construction Sequencing Plan:** BKF will coordinate and provide input on construction sequencing with the Architect and the design team. We will review the architectural plans for coordination purposes and prepare a list of any design concerns and recommendations related to construction sequencing and civil engineering issues.
2. **Sustainable Design Features:**
  - a. Architect will prepare the site plan(s).
  - b. BKF will review required stormwater treatment code requirements, including schematic calculations for areas required on-site.
  - c. BKF will advise on LEED credits related to SSc6.1, 6.2 for stormwater treatment and quantity requirements.

### **Task B: Department Of Public Safety Headquarters**

1. **Building Addition Feasibility Study:**
  - a. Architect will prepare the building addition location
  - b. BKF will review impacts to existing conditions
  - c. BKF will review accessibility concerns
  - d. BKF will review fire code impacts
  - e. BKF will review utility service points of connection

### **Task C: Renovated Annex Building**

1. **Sustainable Design Features:**
  - a. Architect will prepare the site plan(s).
  - b. BKF will review required stormwater treatment code requirements, including schematic calculations for areas required on-site.
  - c. BKF will advise on LEED credits related to SSc6.1, 6.2 for stormwater treatment and quantity requirements.

### **Task D: Site Master Plan**

2. **Circulation Study:** BKF will coordinate site circulation with the Architect and design team related to building placement, parking layout, and open space amenities to promote a welcoming, safe, and attractive environment for both pedestrians, bikes, and vehicles.
3. **Open Space Plan:** BKF will coordinate with the Landscape Architect and the design team regarding design concepts and electronic data exchange associated with open space concepts on the site. We will review the landscape plans for coordination purposes and prepare a list of any design concerns and civil engineering issues.
4. **Building Location Alternatives:**
  - a. Architect will prepare location alternatives
  - b. BKF will review impacts to existing conditions
  - c. BKF will review accessibility concerns
  - d. BKF will review fire code impacts
  - e. BKF will review utility service points of connection



**5. Parking Alternatives Study:**

- a. Architect will prepare conceptual parking alternative plans
- b. BKF will review impacts to existing conditions
- c. BKF will review accessibility requirements
- d. BKF will review emergency vehicle, garbage truck and delivery/loading truck maneuvering
- e. Review options for pavement as it relates to LEED and the overall stormwater treatment strategy.

**6. Sustainable Design Features:**

- a. Architect will prepare the site plan(s).
- b. BKF will review required stormwater treatment code requirements, including schematic calculations for areas required on-site.
- c. BKF will advise on LEED credits related to SSc6.1, 6.2 for stormwater treatment and quantity requirements.

**Task E: Environmental Review**

**1. Support:**

- a. Storm drainage capacity analysis – CEQA/EIR support
- b. Sanitary sewer capacity analysis – CEQA/EIR support
- c. Water supply capacity analysis – CEQA/EIR support
- d. Earthwork – CEQA/EIR support
- e. Stormwater treatment analysis – CEQA/EIR support

**Task F: Community Outreach**

**Task G: Additional Project Management and Meetings**

**Task H: Master Plan Report**

- 1. **Support:** BKF will provide assistance with descriptions and exhibits that will be incorporated into the Master Plan Report by the Architect.

## Cumming – Cost Estimation

---

Master Plan scope includes the following:

1. City Hall.
2. Main Library.
3. Public Safety Headquarters.
4. Site improvements and open space amenities.
5. Parking facilities.
6. Demolition of the following existing buildings: Sunnyvale Office Center, City Hall, and South Annex buildings.

Phase 1 scope includes the following:

1. A new City Hall of approximately 76,000sf.
2. Addition of a 5,300sf EOC to the existing Department of Public Safety Headquarters. Analysis will include an option to incorporate the aforementioned into the new City Hall, and development of perimeter security improvements.
3. Renovation of the existing 20,900sf Annex Building, including building systems renovations, seismic upgrades, exterior finishes, etc.
4. Site master plan, including building location study, circulation study, and parking alternatives study.

For this effort we propose a single Rough Order of Magnitude Statement of Probable Cost (ROM). The ROM will assess two distinct options during the master plan process, and one final design option at conclusion of the master plan process. Included in our scope of services are the following tasks:

1. A single site visit.
2. Meeting attendance, (18) man-hours.
3. Preparation of a ROM for two distinct options during the master plan process, and one final design option at conclusion of the master plan process.
4. Analysis of Net Zero cost premiums / cost reductions, during the master plan process.
5. Issue a single revision to the completed ROM based on design team and owner feedback.
6. City Hall Net Zero Evaluation.

Excluded from our proposal are the following tasks:

1. Additional revisions to the completed ROM.
2. Value engineering to bring the projects within budget, if required.
3. Reconciliation of the ROM with a third party estimator or general contractor.
4. Additional meeting attendance or site walks.

## Hort Science – Arborist

---

Trees will be visually assessed from the ground as follows:

1. Review existing tree data and map files provided by the City of Sunnyvale.
2. Consult with a representative of the City of Sunnyvale regarding background information and work to date. Confirm the City's definition of a tree for this project conforms to the definition in the City's Tree Preservation ordinance.
3. For trees less than 4" diameter, provide a census of species present and tree condition (approximately 100 trees).
4. Verify the species and measure the trunk diameter of each tree 4" and greater in diameter that are within and immediately adjacent to the project area (approximately 650 trees). Trunk measurement to be made 54" above the ground.
5. Identify any Protected tree as defined by the City's tree preservation ordinance (in general, trees with a trunk diameter of 12" or greater).
6. Verify the presence of a numerically coded metal tag attached to the trunk of each tree 4" or greater in diameter. If the tag is missing, replace it.
7. Evaluate tree health and structural condition.
8. Identify trees suitable for preservation, based on their health, structural condition and potential longevity and suitability in the landscape.
9. During the stage of having two (2) alternatives for the masterplan, evaluate proposed project plans including but not limited to the site, grading, utility and landscape plans. Determine if trees can be retained during site renovation and if they would be assets to the future landscape. Suggest design revisions that may permit retention of specific trees. Provide preliminary guidelines for tree preservation during the design, demolition and construction phases. Write a draft Arborist Report with the above compiled information.
10. Estimate the value of each tree assessed using the methods of the Council of Tree and Landscape Appraisers contained in the most current edition of the Guide for Plant Appraisal. Note: estimate of value may be limited to specific areas of the site as defined in the final masterplan.
11. Assess the potential to successfully relocate each tree that may need to be relocated or affected by the final masterplan
12. Identify unique or unusual trees worthy of preservation and recognition including photographs as appropriate.
13. Verify the existing Tree Location Map using existing CAD files, and update/modify as necessary.
14. During the stage of having one (1) preferred alternative for the masterplan, evaluate proposed project plan including but not limited to the site, grading, utility and landscape plans. Determine if trees can be retained during site renovation and if they would be assets to the future landscape. Suggest design revisions that may permit retention of specific trees. Provide preliminary guidelines for tree preservation during the design, demolition and construction phases.
15. Compile the above information into an Arborist Report, which can be given to the CEQA team in order to complete their Program Level EIR and inserted into the final masterplan report.

### Consultation & Meetings

1. Provide information regarding Sunnyvale's tree ordinance.

2. Consult with the project team in the development of site master plan(s). May include site visits, WebEx or face-to-face meetings.

**Basic Services**

**Mechanical Systems**

1. Site: No scope.
2. HVAC & Controls: Due Diligence.
3. Plumbing: Due Diligence.
4. Fire protection: Due Diligence.

**Electrical Systems**

1. Site electrical: limited to exterior building and site lighting.
2. Power: Due Diligence.
3. Emergency power and distribution system: Due Diligence.
4. Interior lighting: Due Diligence.

**MEP DUE DILIGENCE – DETAILED SCOPE OF WORK AND DELIVERABLES**

1. Attend two meetings with the architect and other consultants. First meeting is a site walk as described in line item 4 below. Second meeting will be used to discuss findings and review draft due diligence report with architect team and finalize due diligence report.
2. Review Project applicable design standards and owner project requirements.
3. Attend walk-through of the buildings with the architect and other consultants (estimated to be a half-day event). Meet with facility staff at the project site to review the building thermal envelope and MEP/FP systems.
4. Review applicable code requirements.
5. Review architectural renovation schemes for the Public Safety Headquarters and City Hall Annex and comment on applicability of existing systems for future use or propose new MEP/FP systems as appropriate.
6. Provide deliverables as follows:
  - a. Narrative describing the existing mechanical, electrical, plumbing, and fire-protection systems, their general condition, any code issues and applicability to future building uses.

## **Additional Services**

### **Sustainable Design**

- Attend sustainable design charrette.
- Establish performance goals for energy and water use.
- Assist client and design team in determining project goals and evaluation criteria to be used for rational and data-driven decision making.
- Assist client and design team on MEP related LEED credits or Living Building Challenge (LBC) evaluation.
- Recommend mechanical and electrical systems that surpass energy codes and target to achieve client project goals.
- Recommend plumbing systems that reduce water and sewer usage and target to achieve client project goals.
- Provide assessment of project potential for Net Zero (on-site or off-site).
- Provide assessment of project potential for water re-use (on-site system or purple pipe utility).

### **Mechanical Systems**

- Heating, ventilation and air conditioning.
- Plumbing: gas, sanitary, storm sewers, domestic hot and cold water.
- Fire protection: wet sprinkler system.
- Site: geothermal, condenser water loop, chilled/hot water loop, central utility plant systems, greywater, black water, and coordination with civil for stormwater.

### **Electrical Systems**

- Site electrical: building power, site and parking lot lighting.
- Power: service distribution, branch panels, and connections to mechanical equipment.
- Emergency power and distribution system.
- Performance criteria for fire alarm system.
- Photometric study for site of Phase 1.
- Energy generation: Wind power and PV electrical generation systems.

### **Masterplan MEP Scope**

- Attend four meetings in-person design meetings with the architect, owner and other consultants. Attend video conference calls as needed with the architect, owner and other consultants.
- Review client design standards and owner project requirements.
- Attend sustainability charrette and assist client and design team in determining project goals and evaluation criteria to be used for rational and data-driven decision making.
- For MEP systems, generate a list of project evaluation criteria based on the outcome of the sustainability charrette. Request client feedback on project evaluation criteria proposed, and request also that client rate the evaluation criteria relative importance.
- PAE will use project evaluation criteria and relative importance rating to develop a decision matrix that qualitatively compares and rates MEP systems options. The MEP systems to be rated will be proposed by PAE based on previous experience with similar projects. The decision matrix tool will be used to evaluate and rate MEP systems against project evaluation criteria such as (actual list will be developed with client input):
  - a. First cost
  - b. Operational cost
  - c. Phased implementation

- d. Acoustical performance
- e. Temperature control performance
- f. IAQ/IEQ
- g. Energy efficiency
- h. Water efficiency
- i. MEP space requirements
- j. MEP system flexibility

**Note:** The decision matrix tool and process described above is a simplified version of the Choosing by Advantages process promoted by the Lean Construction Institute as a rational and fair project decision making process.

- Document and review project MEPT Design Criteria with architect and client. Design Criteria will include items such as comfort temperature range, ventilation rates, lighting levels and lighting power density, water use per fixture, telecommunication network expected performance.
- Using the project program, as provided by the architect, benchmark energy use using the Building Performance Database (BPD) tool from the U.S. Department of Energy.
- Using the BPD benchmark data and PAE's database provide expected energy performance for project in Energy Use Intensity (EUI) metric for a typical project, a code project, a LEED platinum project, and a project targeting NZE operation.
- Develop district level MEP design options to be evaluated.
- Review architectural strategies for site and building design. Analyze building massing, orientation, insulation, fenestration, shading options for new buildings and advise on how each performs in relation to project goals and evaluation criteria.
- Coordinate with and provide guidance to the architectural team to optimize building envelope performance in the areas of daylight, thermal comfort, energy performance, and MEP design integration.
- Present and discuss decision matrix results for MEP system options with client, architect, and design group. Discuss rating rational, pros and cons of each option, and work towards narrowing down of system options to three or less for further study.
- Provide energy and water analysis for the narrowed set of system design options for further evaluation and narrowing of options.
- Provide a 50% Concept Design MEP Basis of Design Narrative for inclusion in the project masterplan phase 1. Document will include the following:
  - a. Descriptive narrative of MEPT systems proposed.
  - b. Feedback on architectural and site strategies proposed by team.
  - c. Rating of MEPT systems in relation to project evaluation criteria.
  - d. Feasibility of district scale MEP systems for the project including central plants, geothermal, renewable energy generation, onsite water reuse, use of non-potable utility (purple pipe).
  - e. Equipment and infrastructure space requirements for MEP systems. MEP room sizes, MEP equipment schedules for major equipment, including physical sizes and weights. Coordination of MEPT system equipment integration into overall design.
  - f. Energy analysis results and assessment of energy code compliance for systems proposed.
  - g. Renewable energy generation systems and path towards NZE operation.
  - h. Water analysis results for systems proposed.
  - i. MEP review of sustainability certification rating system (i.e. LEED, Living Building Challenge).
  - j. Decision matrix tool with rating and recommendation of MEP systems be further evaluated.
- Review cost estimate provided by cost consultant based on the 50% Concept Design MEPT Basis of Design Narrative.
- Further refine MEPT systems energy and water performance, add cost and constructability feedback from team to recommend a final design option.
- Update and issue the 100% Concept MEPT Basis of Design Narrative with design agreed by team.

## **Assumptions**

1. This fee proposal is based on
  - a. Project RPF (No. F17-067) issued on February 15, 2017 by the City of Sunnyvale.
2. Due diligence study is needed only for buildings being renovated, Public Safety Headquarters and City Hall Annex.
3. MEP/FP system evaluation will be limited to what is visible from the floor or roof structure without removal of walls or ceilings. If required PAE may request for testing of equipment of infrastructure.
4. Scope of work and deliverables for PAE is limited to reports. PAE will not develop any MEP design drawings or specifications.
5. A Landscape Architect and/or the Civil Engineer will be engaged and responsible for designing site related water features, site drainage, and landscape irrigation system.
6. A Civil Engineer will be engaged and responsible to for all site utilities. PAE will coordinate with Civil Engineer for any campus or district energy systems (i.e. Central Plant, Micro Grid) and water re-use systems (Stormwater, Greywater, Blackwater).
7. A Structural Engineer will be engaged and assist PAE by defining seismic criteria and anchoring design approach for mechanical and electrical equipment.
8. An Architectural Lighting Design Consultant will be engaged and establish project lighting design criteria for indoor and exterior lighting to support PAE's energy modeling efforts.
9. An Acoustical Engineer will be engaged and establish acoustical design criteria for the project.
10. A Cost Consultant will be engaged and provide cost estimating information for project MEPT system options to be evaluated.
11. A General Contractor will be engaged and provide cost and constructability guidance to project team, specifically as it relates to the evaluation of district and building MEPT systems.
12. PAE basic scope of services includes MEP input into LEED and / or Living Building Challenge certification scorecard assessment. PAE assumes a LEED or Living Building Challenge coordinator will be hired by the client to manage the overall evaluation process.
13. Project will pursue LEED Platinum goal. Team will assist client in defining any other sustainability and masterplan project goals.
14. In-person design meetings will be provided as noted below in the detailed scope description for each project tasks below. All other meetings will be provided as conference calls/online meetings.
15. Conceptual level benchmarking and energy and Water analysis will be provided to evaluate project design options and report performance relative to Title 24 (CA Energy Code), LEED, LBC.

## **Excluded Services**

This proposal does not encompass the following items:

- Drawings and specifications for schematic design, design development, permitting and construction.
- Lighting design.
- Daylighting modeling.
- IT, AV, or Security system due diligence assessment.
- Construction cost estimates for systems.
- LEED and LBC Consulting.
- Acoustical analysis.
- Design services (civil) for utility connections beyond 5 feet of the building, except as specifically identified above.
- Foundation drainage system design.



### Task 1: Project Description and Design Input/Feedback

#### Task Description

Panorama will work closely with the design team, initiating and maintaining early coordination during preparation of the Master Plan. During initial development of the Master Plan, Panorama will provide input regarding pertinent environmental considerations. Panorama will begin preparation of the project description prior to finalization of the 2 design option. The design team will be responsible for conducting 1 public, design meeting. . Panorama has not included time to attend this meeting, but will receive the debrief of the meetings from the SmithGroupJJR Project Manager.

The design team will provide the two design options to Panorama to prepare the EIR Project Description. Panorama will define the Project Description based on the design team's Master Plan, which will describe the Master Plan and the first development phase, Phase 1. The design team will provide the preferred alternate design at least three weeks prior to the completion of the Administrative Draft EIR.

The Phase 1 construction methods, the phasing for the buildings proposed for demolition, the design and locations of the proposed buildings, and other site improvements will be detailed fully in the Project Description. The description of the future Master Plan phases will be prepared to provide the greatest flexibility for future buildout. Details similar to Phase 1 will be provided in the Project Description, allowing for maximum buildout potential and greatest potential for environmental impacts, to eliminate the need for future CEQA documentation. The design team will prepare and provide several proposed design graphics, such as elevation profiles, which may be used in the Project Description. Panorama will prepare regional, location, and site graphics for inclusion in the Project Description. Panorama will submit a draft of the Project Description to the City for one round of review. The City will have 2 weeks to review the Project Description and provide questions or comments. Panorama will address these questions and comments. This task includes attending one kick-off meeting either at the site or at SmithGroupJJR's office.

#### Deliverables

- 1 electronic copy of the draft Project Description

#### Assumptions

- Panorama will not attend any of the community meetings on the design
- The design team will provide the two design options and the proposed design graphics for the Phase 1 development and Master Plan for incorporation into the project description
- The design team will provide the final preferred alternate design at least three weeks prior to the completion of the Administrative Draft EIR.
- The design team will provide all information related to construction, including types and number of equipment, total personnel, construction phasing, total excavation amounts and depths, etc.
- Panorama will prepare regional, location, and site graphics in GIS
- The City will provide questions and comments on the draft Project Description within 2 weeks of receiving the draft

## **Task 2: Scoping**

### **Task Description**

Panorama will prepare the Notice of Preparation (NOP) for the Master Plan. The NOP will be submitted to the City to review and publish. The NOP will be a simple notice, following a format provided by the City. We have not included the preparation of an Initial Study (IS) with the NOP, as it is assumed that an EIR is the appropriate document.

Panorama will prepare for and lead a scoping meeting during the public review of the NOP. This task includes the preparation of the newspaper notices for the meeting, securing the venue, preparing all the scoping materials, preparing a presentation, and leading the meeting. Two staff from Panorama will attend. The task includes budget for a transcriptionist. Panorama will also prepare a Scoping Report that summarizes the scoping process including the comments received and the topics to be addressed in the EIR.

### **Deliverables**

- 1 electronic copy of the draft NOP to the City
- 1 electronic copy of the final NOP to the City
- Public meeting materials
- Scoping report – one copy, no draft or final, electronic only

### **Assumptions**

- The City will publish the final NOP and provide appropriate NOP notification/mailings
- No Initial Study will be prepared by our team
- The design group would provide large-format graphics to be used at the scoping meeting
- The City would pay or reimburse any fees associated with securing a meeting location
- No refreshments will be provided at the meetings

## **Task 3: Technical Studies**

### **Task Description**

#### **Prepare Air Quality and Greenhouse Gas Analysis**

Construction activities would generate air pollutant and greenhouse gas emissions. Operation of buildings with larger footprints could generate greater air pollutant and greenhouse gas emissions than under existing conditions.

Panorama will prepare the air quality and greenhouse gas calculations using the California Emissions Estimator Model (CalEEMod) version 2016.3.1. If criteria pollutant or greenhouse gas emissions are significant, mitigation will be included to reduce impacts. The emissions with mitigation will also be presented in the analysis. The analysis will be presented in the EIR directly, with the assumptions and results of the model runs provided in an appendix to the EIR. A separate report is not included.

Panorama assumes that all necessary information required to complete this analysis, including duration of construction, size of existing buildings, size of proposed buildings, size of new parking lots, etc. would be provided by the time the NOP is published in order to meet the project schedule.

#### **Prepare Health Risk Assessment**

Construction activities, particularly demolition of the existing City Hall building, would generate TACs that could affect nearby sensitive receptors. Sensitive receptors in the vicinity of the project site include single- and multi-family residences located within 200 feet of the project site. Panorama will prepare a screening health risk assessment to support the air quality analysis of the Master Plan. Exposure of nearby sensitive receptors to TACs from construction will be estimated using SCREEN3. The diesel particulate matter (DPM) estimated in the CalEEMod outputs will be

inputted into SCREEN3. Impacts and mitigation will be defined for any significant health risks. The analysis will be presented in the EIR directly. A separate report is not included.

### **Prepare Historic Resources Evaluation**

Six buildings associated landscape features are located within the project site. The buildings and associated landscape have not been previously evaluated or designated under any local, state or national historic resource criteria. Phase 1 of the Master Plan would include demolition of several buildings and changes to the landscaping on the project site that may include potentially eligible historic resources. These buildings and associated landscape will be evaluated for historical significance. Reports and maps pertaining to the site development and history will be reviewed. A field survey will be conducted to collect photographs of buildings older than 45 years and related landscape features. The integrity, later alterations and current condition of the buildings will be assessed. Modern buildings (less than 45 years old) will also be photographed and briefly described in the report. A Historic Architecture Evaluation Report (HAER) will be prepared detailing the historic context statement, physical description of the buildings and landscape, and evaluation under California Register of Historic Resources criteria. Documentation will include preparing California Department of Parks and Recreation (DPR) 523 forms (Primary Records and/or Building, Structure and Object Records as necessary) for the Sunnyvale Civic Center (buildings and landscape) with appropriate maps, site plans and photographs. An Impacts and Mitigation analysis will be prepared as per the CEQA requirements if any project area buildings or landscape features are identified as eligible historic resources under CEQA. The Impacts and Mitigation section will evaluate "significant effects" using the CEQA criteria of "substantial adverse change" for determining the significance of impacts on historic resources. Measures to mitigate the effects will be presented and analyzed for each significant project effect identified. Impacts may be significant and unavoidable.

### **Prepare Phase 1 Environmental Site Analysis (ESA)**

A preliminary review of the California State Water Resources Control Board GeoTracker website indicates one open site is located to the west of the project site. Information obtained from a site visit indicated an existing gas station in the southeast corner of the project site. Due to the presence of potential hazardous materials sites, proposed ground-disturbing activities, and construction of new buildings on the project site, a Phase 1 ESA will be conducted. Readily available information regarding the history of the project site, including historic aerial photographs, and maps will be reviewed. Readily available regulatory agency publications and files will be reviewed. Individuals familiar with the project site and regulatory officials will be interviewed, if available. A walk-through of the site and a drive-by of the nearby vicinity will be performed. Recognized environmental conditions will be evaluated. Appropriate conclusions and recommendations will be developed as appropriate. If additional studies are needed (such as a Phase II Investigation) we assume that this work will be identified in mitigation and will be performed prior to construction. Additional studies and work are not included in this scope of work. The Phase I ESA will be provided as a separate report and appended to the EIR.

### **Prepare Noise and Vibration**

Sensitive noise receptors in the vicinity of the project site include single- and multi-family residences located within 200 feet of the project site. Library uses on the project site are noise sensitive. Demolition and construction activities would temporarily increase ambient noise levels in the vicinity of sensitive noise receptors. Equipment and vehicle use would generate vibration that could affect potentially historic buildings on the project site. Ambient noise levels would be recorded at select locations within the project site and near off-site sensitive receptors. Short-term ambient noise data would be collected from no more than four locations. The noise levels during construction would be estimated and the potential for effects identified. As necessary, mitigation measures will be developed to ensure conformance with established noise standards during construction. Operational activities are not anticipated to increase noise measurably. The analysis will be presented in the EIR directly. A separate report is not included.

### **Deliverables**

- Panorama will provide comments and questions on the TIA to the City

## Assumptions

- Panorama assumes that the design team will provide illustrations of the proposed Phase 1 and Master Plan to illustrate the mass and height for use in the EIR analysis. Panorama assumes that the illustrations will be provided to us by the time the NOP is published in order to meet the project schedule.
- Panorama assumes that the design team will provide the arborists memo at the time that the 2 design options are provided and the final arborist report at the time the preferred alternate plan is provided. No additional tree surveys or biological surveys are included in our scope of work
- If additional studies are needed (such as a Phase II Investigation) we assume that this work will be identified in mitigation and will be performed prior to construction. Additional studies and work are not included in this scope of work.
- Panorama assumes that the City will prepare and provide a Traffic Impact Analysis (TIA). The TIA will provide the necessary information to prepare the Phase 1 and Master Plan traffic analysis. Panorama assumes that the TIA will be provided to us within 4 weeks of the City publishing the NOP in order to meet the project schedule. Panorama will review the TIA within 1 week of receiving a draft and provide one set of comments and questions to the City. The City will provide responses within 1 week of receiving the comments and questions.
- Panorama will not conduct additional biological field studies. We assume that avian surveys will be conducted as part of pre-construction mitigation (not included in this scope of work).
- Archaeological studies are not needed as the project site has previously been disturbed. Mitigation will be included in case of accidental discovery.
- Illustrations, including visual simulations, that can be used to conduct the visual analysis in the EIR will be provided by the design team and are not included in our scope.
- Panorama assumes that no tribes have requested AB 52 consultation. Should a tribe request notification, Panorama can prepare and submit a consultation letter to the City. The City will be responsible for mailing out the AB 52 consultation letter and any further tribal consultation.
- Environmental lien documents (Preliminary Title Report) for the parcels within the project site will be provided by the City to Panorama
- Recommendations provided in the Phase I ESA, such as for preparation of a Phase II ESA or a survey for asbestos and lead paint, will be included as pre-construction mitigation and are not included in this scope.
- Panorama will receive the results of the pressure testing on the gas station from the City
- The City will provide the 1986 geotechnical report prepared for the Public Safety Headquarters. Further geotechnical studies will be included as pre-construction mitigation and are not included in this scope of work.

## Task 4: Prepare Draft Program EIR

### Description of Tasks

#### Prepare Administrative Draft EIR

#### Overview

Panorama will prepare the Administrative Draft EIR (ADEIR) incorporating the technical studies to address the Phase 1 development and Master Plan for the Civic Center. The ADEIR will be consistent with Appendix G of the California Environmental Quality Act (CEQA) Guidelines. The EIR will address each of the environmental parameters identified in the CEQA checklist. The scope and content of each chapter is described here.

## Section 1 – Introduction

The Introduction will present an overview that describes the Master Plan, the purpose of the EIR, a summary of the EIR review and approval process, the format of the EIR, permits required for Master Plan implementation, and a brief summary of the key areas of environmental concern received in written comments during the scoping period.

## Section 2 - Project Description

The Project Description will present a detailed description of the Master Plan and Phase 1, as described under Task 1.

## Section 3 - Environmental Analysis

### Overview

The Environmental Analyses section of the EIR will describe the existing environmental and regulatory setting for the project site and Master Plan, followed by analysis of the direct and indirect impacts of the Master Plan implementation (including Phase 1), focusing on significant impacts. Mitigation measures will be designed to eliminate or reduce any potentially significant environmental impacts to less than significant levels.

The basis of all thresholds of significance is presumed to be those outlined on the CEQA Checklist. Mitigation measures will be developed based on industry standards and City practice, if relevant.

The EIR will be focused on the key resource areas with potential for effects. Several topics with no impacts (or very limited impacts) will be discussed briefly in the introduction to the environmental analysis and then not discussed any further in the EIR. The scope of analysis for the key environmental parameters affected by the proposed project follow.

### Topics Dismissed in the Introduction to the Environmental Analysis Chapter

- **Agriculture and Forestry Resources.** Historically the project site was used for agricultural uses, including orchards. A small community garden is located to the north of the project site. No other agricultural or forestry uses are located on or in the vicinity of the project site. No current agricultural uses or forestry uses are located on the project site. This topic will not be addressed in detail in the EIR.
- **Mineral Resources.** Existing uses on and adjacent to the project site do not extract mineral resources.
- **Population and Housing.** The number of employees on the project site is not anticipated to substantially increase as a result of full Master Plan buildout.
- **Public Services.** Buildout of the Master Plan is not anticipated to substantially change the project site's current demand for public services.
- **Recreation.** Buildout of the Master Plan is not anticipated to substantially change the current demand for recreational facilities.

### Topics to be addressed in the EIR

**Aesthetics.** The Master Plan would define the redevelopment of the project site with modern buildings to provide greater security, up to date technology, increased meeting space, and a dedicated Emergency Operations Center. The proposed replacement buildings and renovations would be visible from adjacent properties, El Camino Real, S. Pastoria Avenue, S. Mathilda Avenue, and Charles Street.

The design team will provide illustrations and visual simulations of the Phase 1 buildout and full Master Plan buildout that will be appropriate to use in the aesthetics analysis. The aesthetic analysis will qualitatively describe the visual changes associated with the new design and layout. Due to the degree of change anticipated, we assume that the aesthetic impacts to the existing visual character of the site will be significant and unavoidable. The analysis will also

address significant trees (based on information provided in an arborist report) and may include mitigations to reduce visual effects deemed negative (such as preservation of some trees).

**Air Quality.** Panorama will quantify the projected generation of air pollutant emissions generated during construction and operation, as described in Task 3. Construction of the Master Plan would be expected to generate short-term construction related emissions from earthmoving operations and use of equipment and vehicles. Panorama will identify mitigation measures to reduce construction related emissions to the extent feasible within the context of current technology. A screening health risk assessment will be conducted to identify the impacts of air pollutants generated during construction on sensitive receptors adjacent to the project site (as described in Task 3). The replacement and expansion of buildings on the project site could increase operational emissions. The number of employees on the project site and consequently traffic to the project site is not anticipated to increase.

**Biological Resources.** The biological resources section of the EIR will address the existing setting, which is characterized as a developed, suburban, and landscaped area. We will run a California Natural Diversity Database query to determine species with potential to occur in the area; however, given the developed and maintained nature of the site, we assume that none are found other than potential avian species. The Biological Resources section will summarize the results of the Arborist Report and the potential for avian species to occur and be impacted by the project construction and operation. Impacts to trees, including oaks and redwoods and avian species will be addressed. Mitigation will be defined to minimize effects.

**Cultural and Tribal Cultural Resources.** The cultural resources analysis will focus on the evaluation of the buildings and landscape on the project site as historic resources. The prehistoric and historic setting will be described. The impact assessment will address the potential for discovery of a previously unknown archaeological resource and standard mitigation will be included. The impact assessment will also summarize the findings of the HAER (as described in Task 3), including the eligibility of the existing buildings and complex for inclusion in the California Register of Historic Places. If found eligible, the impacts to the resource will be defined and mitigation prescribed. We assume that no redesign of the site would occur and that the preparation Overriding Considerations for a significant unavoidable impact would be an optional service if required. The requirements of AB 52 and the process followed will be included in the section (as described in Task 3).

**Geology and Soils.** The environmental setting will address the fault zones in the vicinity of the site and the geology and soils on the project site will be researched and reviewed to determine potential geologic hazards. The 1986 geotechnical report that was prepared for the Public Safety Headquarters will be reviewed and pertinent data incorporated into the setting. The analysis will look at impacts related to seismic hazards and soils hazards. Appropriate mitigation measures will be proposed to reduce impacts due to the geology and soils, including requiring further geotechnical evaluations.

**Hazards and Hazardous Materials.** Existing and prior uses on the project site may have included the use and/or accidental spill of hazardous materials which could have contaminated soil and groundwater. The results of the Phase 1 ESA (as described in Task 3) will be incorporated into the analysis. Recommendations identified by Northgate will be incorporated as mitigation measures, which may include further detailed investigation, soils remediation or special handling and disposal for soils contaminated from previous agricultural uses, etc.

**Hydrology and Water Quality.** The Master Plan could change the project site hydrology resulting in flooding or water quality impacts. Groundwater is expected to be deep in the project area. The environmental setting will describe the current surface drainage patterns in the area and the groundwater characteristics. Panorama will quantify the net change in impervious surfaces, based on the proposed Master Plan, to determine whether runoff would increase. Impacts to groundwater will also be assessed. Mitigation measures will be developed as applicable to ensure compliance with applicable water quality standards and City requirements. No hydrologic modeling is included. We assume that the buildings will be supplied with municipal water and there will be no dependence on groundwater.

**Land Use and Planning.** The Master Plan could include buildings which do not conform to existing zoning requirements, specifically taller buildings than permitted. If this occurs, the Master Plan could require variances or conditional use permits. The environmental setting will describe the existing land uses and allowed land uses. The impacts will evaluate the Master Plan's conformance with applicable provisions of the General Plan and Zoning Ordinances within the context of the CEQA Checklist.

**Noise.** The Master Plan would include demolition and construction adjacent to residences. The baseline noise environmental will be presented in the environmental setting, based on the results of the noise studies described in Task 3. The impact assessment will be presented in the EIR as described in Task 3.

**Traffic and Transportation.** The City will provide the TIA for the Master Plan, including Phase 1. The Master Plan has the potential to change on-site circulation and access to the project site. The TIA will provide information regarding potential traffic impacts on area streets and on- and off-site circulation. SmithGroupJJR will provide details regarding parking. The environmental setting will address the existing traffic patterns and parking on site. Impacts and recommendations from the TIA will be summarized in the EIR section. We assume that parking will be included for informational purposes only.

**Utilities and Service Systems.** The current utility needs, including electricity, wastewater, water, and telecommunications will be described. The impacts analysis will address both temporary and permanent changes in utility needs. A temporary increase in demand for water could occur during construction, due to the need for dust control water. Operational impacts are expected to be positive and less than significant. The project may include different methods to reduce the heating and lighting needs compared with baseline conditions, such as passive design or the inclusion of solar panels on the project site. Mitigation will be defined as needed.

**Energy Resources.** The environmental setting will provide information on energy resources in general. The impact assessment will address the impacts of demolition and construction, including a qualitative assessment of fuel used for demolition and creation of building materials. The impacts assessment will qualitatively address the impacts of energy savings through design features for the life of the new buildings. Mitigation will be defined, if needed.

#### **Section 4. Alternatives to the Proposed Project**

The alternatives section will address alternatives to the entire Master Plan as well as Phase 1 that would avoid significant effects and still meet the basic objectives of the Master Plan. CEQA requires identification of a No Project Alternative and an Environmentally Preferred Alternative as part of this analysis. We will prepare a list of alternatives considered but rejected by coordinating with the design team to understand options that they had considered. We assume that no more than three alternatives will be carried forward for analysis in the EIR. Alternatives could include, but are not limited to, an option that includes more renovation of existing buildings versus total rebuild, reduced scale of buildings, etc. The effects of the alternatives will be addressed in comparison to the proposed project. The alternatives will not be assessed at the same level of detail as the proposed project, in accordance with CEQA.

#### **Section 5. Cumulative Impacts and Other CEQA Considerations**

CEQA requires that an EIR discuss cumulative impacts of a project when the project's incremental effect is cumulatively considerable, as defined in 14 CCR Section 15130. Where a lead agency is examining a project with an incremental effect that is not "cumulatively considerable," a lead agency need not consider that effect significant, but shall briefly describe its basis for concluding that the incremental effect is not cumulatively considerable. Section 5 will address the cumulative impacts of the Master Plan when combined with a list of past, present, and probable future projects. The City will provide a list of approved and pending projects within 1 mile of the project site. Panorama will consult other applicable agencies to compile a cumulative project list.

## **Section 6. Report Preparation**

The Report Preparation section of the EIR will list the preparers of the EIR, the public agencies that were consulted, and the members of the public involved in the EIR process.

## **Section 7. References**

The References section will list the sources of information used in the preparation of the EIR.

### **Screencheck Draft EIR**

Panorama will address and incorporate City comments on the Administrative Draft EIR and prepare the Screencheck Draft for City review. The Screencheck Draft will include the Mitigation Monitoring and Reporting Plan (MMRP) for the project. The MMRP will be included as an appendix. We assume no major changes will need to be made to the analysis, no new technical topics added to the EIR, and no new studies or modeling will be required based on comments from the City. We assume all comments will be provided electronically, compiled into one document, with track changes and comment bubbles from all reviewers. We assume the City will consolidate comments if multiple reviewers are involved. A Draft EIR briefing will be held with the Core Team prior to the release of the Draft EIR. One person from Panorama will attend.

### **Draft EIR**

Panorama will incorporate City comments on the Screencheck Draft and produce an electronic copy of the Draft EIR for public review.

### **Public Review of the Draft EIR**

We assume that the City will prepare the Notice of Availability, newspaper notices, the Notice of Completion, and will package and mail the EIR to any interested parties or agencies. Our scope does not include preparing any printed copies of the document or Executive Summary except for sending a copy of the EIR to the State Clearinghouse. We assume that the City will hold a public hearing on the Draft EIR, and that they will plan for and lead the meeting. Panorama will attend the public meeting, but will not prepare or lead it. We assume that the City will be responsible for all aspects of planning the public meeting, including providing notices and newspaper announcements, securing the venue, and providing the court recorder (if needed) and meeting materials, including the, comment cards, and informational handouts. We assume that the City Staff will prepare the presentation and lead/run the public meeting. Our scope only includes attending the meeting. We have included an optional task to address preparing and leading/running this meeting instead of the City.

### **Deliverables**

- 1 electronic copy of the ADEIR
- 1 electronic copy of the Screencheck Draft EIR with tracked changes
- 1 electronic copy of the Draft EIR will be provided broken up by Chapter for ease of use on the City's website
- 1 collated electronic copy of the Draft EIR will be provided for ease of distribution

### **Assumptions**

- Panorama will not provide printed copies of any deliverable, only electronic copies
- The City will conduct their review of each deliverable within 2 weeks
- The EIR will be focused on the key resource areas with potential for effects. Several topics with no impacts will be discussed briefly in the introduction to the environmental analysis and then not discussed any further in the EIR.
- We assume that no redesign of the site would occur and that preparation of Overriding Considerations for any significant unavoidable impacts are an optional service if required.



- No hydrologic modeling is included. We assume that the buildings will be supplied with municipal water and there will be no dependence on groundwater.
- We assume that no more than three alternatives will be carried forward for analysis in the EIR.
- The City will provide a list of approved and pending projects within 1 mile of the project site
- We assume no major changes will need to be made to the analysis, no new technical topics added to the EIR, and no new studies or modeling will be required based on comments from the City. We assume all comments will be provided electronically, compiled into one document, with track changes and comment bubbles from all reviewers. We assume the City will consolidate comments if multiple reviewers are involved.
- We assume that the City will be responsible for all aspects of planning the public meeting, including providing notices and newspaper announcements, securing the venue, and providing the court recorder (if needed) and meeting materials, including the, comment cards, and informational handouts.
- We would communicate with the City by email and phones as needed to understand and show that we have addressed comments.
- This task includes periodic calls with SmithGroupJJR to update on the project status. Scheduled project calls (such as weekly or biweekly) are not included. We assume that email updates will be provided
- This task also assumes periodic calls with City staff to discuss issues, provide updates on mitigation, etc.

## **Task 5: Prepare Final Program EIR**

### **Description of Tasks**

#### **Overview**

The Final EIR will consist of an Introduction, a list of agencies and entities that commented on the Draft EIR, Response to Comments, and Errata. The Introduction will summarize the proposed project and the environmental review process. The Comments and Responses section will include the comment letters followed by responses. This task does not include the preparation of the Findings and Overriding Considerations. We assume that the Findings and Overriding Considerations will not be required. We can prepare these documents as an optional task.

#### **Prepare Response to Comments**

Panorama will review comments received on the Draft EIR and prepare a list of commenters and their affiliation. Panorama will give each letter an alpha designation and each individual comment will receive an alpha-numeric designation. The comments will be reviewed to determine if any changes need to be made to the Draft EIR. Master responses will be prepared for multiple similar comments to avoid repetition (if warranted). Each substantive comment will receive a response.

Panorama will first prepare the first draft of the Response to Comments for City review. The responses will identify any changes to the EIR. Comments or questions from the City will be addressed by Panorama within 1 week. Panorama will submit a second draft of the Response to Comments for City review.

#### **Prepare Administrative Final EIR**

The Administrative Final EIR (AFEIR) will include the Introduction, Response to Comments (with City comments incorporated), and the Errata section. The Errata section will identify any necessary changes to the EIR. The Draft EIR will not be incorporated into the Final EIR.

#### **Prepare Screencheck Final EIR**

Panorama will incorporate City comments on the AFEIR and prepare a Screencheck Final EIR. We assume that the City will provide one consolidated set of comments in electronic format only including track changes and comment bubbles.

### **Prepare Final EIR**

Panorama will incorporate comments on the Screencheck Final EIR and prepare the Final EIR.

### **Planning Commission Hearing on Final EIR**

Panorama will attend the Planning Commission Hearing on the Final EIR. Panorama will attend the Planning Commission Hearing, but will not prepare a presentation. Panorama's Project Manager will be present to answer questions but we assume that City Staff will prepare and give the presentation of the project and CEQA process, if needed.

### **Deliverables**

- 1 electronic copy of the first draft Response to Comments
- 1 electronic copy of the second draft Response to Comments
- 1 electronic copy of the AFEIR
- 1 electronic copy Screencheck Final EIR

### **Assumptions**

- No more than 40 unique comments will be received and addressed. Each letter may have multiple unique comments, but the total number of comments will not exceed 40
- No new studies will be needed as a result of the comments
- No substantial changes to the EIR will occur as a result of the comments that would require recirculation, including no changes to the proposed project or design that would require recirculation.
- Panorama will not provide printed copies of any deliverable, only electronic copies
- The City will conduct their review of the first draft Response to Comments within 2 weeks
- The City will conduct their review of the second draft Response to Comments within 1 week
- The City will conduct their review of the other AFEIR sections (excluding Response to Comments) within 3 weeks
- The City will conduct their review of the Screencheck Final EIR within 2 weeks
- Panorama will prepare the CEQA Findings and the Overriding Considerations as an optional task.
- Panorama will not prepare or give a presentation at the Planning Commission Hearing on the Final EIR, but will only be present to answer questions, if they arise. Panorama assumes that the City Staff will present the project to the Commission.
- Panorama would communicate with the City by email and phones as needed to understand and show that we have addressed comments.

## **OPTIONAL TASKS**

### **Optional Task 1: Public Meetings for CEQA Process**

#### **1A: Attend One of the Design Public Meetings**

This optional task would include the addition of four hours of time for the Project Manager to attend the community meeting on the design options. The benefit would be for our team to pick up on environmental concerns that may be expressed in the context of the design, in order to ensure that those issues are addressed in the EIR.

#### **1B: Prepare for and Lead the Public Hearing during Review of the EIR**

This optional task includes Panorama taking a larger role in the public scoping meeting. Our proposed scope includes only attending the meeting, with the preparation and leading of the meeting to be performed by the City. Panorama can take over the role to prepare for and lead the public meeting, including:

- Securing the meeting venue
- Preparing all the meeting materials such as sign in sheets and brochures
- Attending a planning meeting with City staff to discuss and strategize for the meeting
- Preparing a presentation that goes through one round of review with the City
- Set up and break down the meeting
- Have two staff attend the meeting

#### **1C: Assist the City Planner with Preparation for the Planning Commission Hearing including Preparation of and Giving a PowerPoint**

This optional task would allow for greater involvement in the Planning Commission hearing for approval of the EIR. Our current scope addresses only attending the final meeting. This task would include a preparation meeting with the assigned City Planner, preparation of a PowerPoint Presentation and giving the presentation at the hearing.

#### **Assumptions**

- The design group would provide large-format graphics to be used at the public meetings
- The City would pay or reimburse any fees associated with securing a meeting location
- No refreshments will be provided at the meetings

#### **Deliverables**

- Public meeting materials
- Scoping report – one copy, no draft or final, electronic only

### **Optional Task 2: Notices and Mailings**

#### **Prepare Notices**

Our current scope assumes that the City will prepare all notices except the NOP, which our team would prepare. This task includes preparation of the remaining notices.

- Notice of Completion for the NOP to be submitted to the State Clearinghouse
- Notice of Availability and Notice of Completion for the Draft EIR to be provided to the State Clearinghouse and County Clerk
- Newspaper notices for public hearings and the availability of the Draft EIR

### **Prepare Mailings**

This task would include preparation of the mailings for the project, including:

- The NOP and NOC to the State Clearinghouse for the NOP
- The Notice of Availability and NOC to the State Clearinghouse for Draft EIR, including the Executive Summary of the Draft EIR with 15 copies printed and disks of the full document
- Direct mailings of the Draft EIR to neighboring properties in disk format or postcard with link to a website where the Draft EIR is available (we can host).
- Notice of Availability of the Final EIR
- Direct mailing of a disk or postcard to commenters and interested parties, with link to a website for the Final EIR.
- Notice of Determination provided within 5 days of the approval of the EIR to the State Clearinghouse

### **Assumptions**

- No printed copies of the Draft and Final EIR are included
- Any fees would be paid by the City

### **Optional Task 3: Prepare Findings and Overriding Considerations**

This task includes preparation of the Findings and Overriding Considerations document. The current scope assumes that this substantial document will be prepared by City staff. The Overriding Considerations would include, at least, the following:

- A summary of the project
- A summary of the environmental review process and public participation
- The environmental impacts facts and findings, including impacts that would be less than significant, that would be less than significant requiring mitigation, and that would be significant and unavoidable
- The project alternatives
- The statement of overriding considerations, including the project benefits

### **ASSUMPTIONS**

- The City will provide a format or example of a previous Findings and Overriding Considerations document, if desired
- The City will comment on the draft document in 2 weeks and provide one consolidated set of comments in electronic format

### **DELIVERABLES**

- A draft document in electronic format
- A final document in electronic format

## Rutherford & Chekene – Structural Engineering

---

RFP Task #	RFP Task Description	Structural Scope	Deliverable
C1	Renovated Annex Building Building Floor Plan	Generate conceptual-level retrofit documentation that uses as basis the results of the seismic evaluation conducted per RFP Task C3.	11x17 sketches of plans or elevations
C3	Renovated Annex Building Seismic Upgrade	Conduct seismic evaluation (calculations, checklists, site visit, etc.) of existing building per reference national standard. If as-built drawings are not available, conduct up to four site visits to measure and record the most salient structural features of the building. The desired structural features to be recorded are those required for completion of the evaluation report. The number of site visits depends on the degree of access during non-business hours or degree of access to non-occupied areas during business hours. Deliverable: 11x17 sketches of plans and/or elevations.	Seismic evaluation report performed to a national standard including calculations and structural software, if any, documentation
H	Master Plan Report	Generate structural narrative portion of report	Structural narrative, appendices containing conceptual sketches

### Exclusions

1. Attendance at any community meetings
2. Exclude a threat assessment evaluation
3. Any and all cost estimates of structural work

### Assumptions

1. City Staff will provide information to the design team regarding items that may be needed including, but not limited, to the following items.
  - a. Provide renovation drawings (all disciplines) for the 1985 renovations performed on the Renovated Annex Building
  - b. Provide all existing Structural, Architectural, MEP, Civil, etc. drawings applicable to the different buildings.
  - c. Existing geotechnical information on the 25-acre campus
  - d. Information, if any, on the presence of soil contaminants in the 25-acre campus.
  - e. Number of legal parcels defining the 25-acre campus and their influence or lack of in the massing or separation of buildings.
  - f. Survey of existing utilities in the 25-acre campus

## Potential Additional Structural Scope of Work

RFP Task #	RFP Task Description	Structural Scope
	<b>Optional Structural Scope A</b>	
<b>A1</b>	New City Hall Architectural Concepts	Evaluate up to three architectural concepts and provide qualitative input as to their structural systems.
<b>A2</b>	New City Hall Building Floor Plan	Provide preliminary structural framing plans per Article II.A.2 of Attachment A of the RFP
<b>A5</b>	New City Hall Construction Sequencing Plan	Participate in one 4-hour meetings to provide structural input regarding relationship between new construction and existing buildings, demolition, excavation, etc.
	<b>Optional Structural Scope B</b>	
<b>B1</b>	Public Safety Headquarters Building Addition Feasibility Study	Evaluate three options for 5,300 sq. ft. addition (6,900 sq. ft. including fire prevention staff) and provide qualitative input as to their structural feasibility. Generate a matrix of pros and cons of the three options.
	<b>Optional Structural Scope C</b>	
<b>C5</b>	Renovated Annex Building Sustainable Design Features	Evaluate sustainable design features such as roof PV panels and provide qualitative input as to structural implications, if any.
<b>D1</b>	Site Master Plan Building Location Alternatives	Participate in one 3-hour meetings to propose, consider, and evaluate for structural implications the potential location of future new buildings.
<b>D3</b>	Site Master Plan Parking Alternatives Study	If the option of basement parking for the New City Hall is proposed, the scope would entail preparing a conceptual layout of the basement major structural elements. All other scope of services requested in the RFP is to be provided by Watry, the parking consultant.
<b>D4</b>	Site Master Plan Open Space Plan	Provide conceptual-level structural input regarding the potential open space amenities that may be considered such as bio-retention walls, elevated foot paths, windscreens, art walls, canopies, benches, ramps, curbs, and guardrails.

## **Watry Design – Traffic and Parking**

---

Our work would focus on the Parking Alternatives Study portion of the master plan. The existing Civic Center Campus has 952 parking spaces spread among ten different parking areas. As part of this project we will calculate required parking demand for our teams new master plan concept, provide concept designs of parking facilities needed to provide the parking demand and collaborate with the team on determining the most appropriate location for these facilities based on the buildings they are serving. In addition we will consult on and provide recommendations regarding sustainable design features, and life cycle cost of parking facilities.

### **The scope of this work includes:**

#### **Tasks:**

1. Provide a Parking Alternatives Study (now 952 spaces) that is needed to project future parking needs and evaluate alternatives.
2. Evaluate a full range of parking types: below grade, surface, parking structures, parking under buildings and automated stacked parking options.
3. Prepare conceptual layouts to scale for draft site plans.
4. Recommend what parking facilities should be in Phase 1.
5. Recommend parking quantity required for final Master Plan.
6. Review Cumming costs on parking options by type.
7. Provide information for “Open City Hall” surveys as needed.

#### **Meetings:**

1. Two Community Meetings
2. Three Client Meetings
3. One Meeting at SmithGroupJJR’s Office
4. Three WebEx Meetings

## PROFESSIONAL SERVICES FEE

The City shall compensate **SmithGroupJJR** for the scope of services outlined above on **Time and Materials basis Not to Exceed Amount of One Million One Hundred Forty Six Thousand Seven Hundred Sixty Two US Dollars (\$1,146,762)**.

## REIMBURSABLE EXPENSES

Reimbursable Expenses (also known as “Materials” as stated above, or ODCs per the Attachment C) can be any of the following that are for meetings, and focused on the betterment of the project. SmithGroupJJR will not issue backup receipts of these expenses during the invoice process, but will collect them both internally and externally as backup—which is a part of our management system.

1. Any travel expenses related to this project. Reimbursement for car mileage is the standard mileage allowance determined by the Internal Revenue Service. The current mileage rate is \$.535 per mile; or rental car and associated gas fees per rental contract.
2. Food and Drink during overtime work, as well as when SmithGroupJJR or its subconsultants are traveling to or from Sunnyvale, especially if over breakfast, lunch, or dinner, as necessary or required to meet with the City.
3. Printing and/or reproduction of presentation materials, sketches, drawings, specifications, reports and other project related documents, either electronically or in hard copy;
4. Long distance telephone and facsimile charges, postage, express charges and other similar items;
5. Models, renderings, photography and other special presentation material for other than the Architect's own use;
6. Regulatory Agency review fees; and
7. Employment of, with client's prior approval, special consultants other than those listed in this proposal.

Compensation for these reimbursable expenses will include a 5% management fee.



## ADDITIONAL SERVICES

Requests for additional services or staff will be documented by SmithGroupJJR (if given verbally), and the work will commence upon **The City's** approval of an estimated fee for that effort or, if not agreed otherwise, **The City** shall reimburse SmithGroupJJR on an hourly basis of SmithGroupJJR's project staff actively engaged for all man hours worked on the project.

### Explanatory Notes:

1. Project Managers are billed at their classification rate.
2. The term "Architect" is used for billing purposes only, to indicate that the individual is in the Architectural Discipline and may or may not be a licensed architect within your state.
3. Rates may be adjusted annually for SmithGroupJJR, and be effective January 1, of each year. Each subconsultant may have another date for this effect to take place per their organization, and will be updated during the time of the Additional Service request if it has changed.

### SmithGroupJJR

---

	<u>Hourly Rates</u>
Senior Vice President	\$325
Vice President	\$315
Principal	\$275
Architect V	\$255
Architect IV	\$215
Architect III	\$175
Architect II	\$130
Architect I	\$105
Intern	\$75
BIM Technologist	\$260
Specification Writer	\$215
Visualization Specialist	\$160
Technical / Administrative	\$150
Construction Administrative Coordinator	\$125
Clerical	\$95

### Atelier Ten—Sustainability

---

	<u>Hourly Rates</u>
Director	\$300
Associate Director	\$275
Associate	\$220
Senior Designer	\$185
Designer	\$140
Design Staff	\$120

**BKF—Civil Engineering**

---

**PROFESSIONAL PERSONNEL SERVICE FEES**

JANUARY 1, 2017 - DECEMBER 31, 2017

**PERSONNEL****HOURLY RATES****ENGINEERING**

Senior Associate	\$206
Associate	\$200
Project Manager	\$190 - \$196
Engineer IV	\$176
Engineer I, II, III	\$124 - \$142 - \$162
Engineering Assistant	\$77
Junior Engineer	\$65

**PLANNING**

Planner I, II, III	\$124 - \$142 - \$162
--------------------	-----------------------

**SURVEYING**

Senior Associate	\$206
Associate	\$200
Project Manager	\$190 - \$196
Surveyor I, II, III, IV	\$124 - \$142 - \$162 - \$176
Survey Party Chief	\$164
Survey Chainman	\$106
Apprentice I, II, III, IV	\$65 - \$87 - \$96 - \$102
Instrumentman	\$141
Surveying Assistant	\$77
Junior Surveyor	\$65
Utility Locating Superintendent	\$165
Utility Locator I, II, III	\$85 - \$120 - \$145
BIM Specialist I, II, III	\$124 - \$142 - \$162

**DESIGN AND DRAFTING**

Technician I, II, III	\$119 - \$127 - \$139
Drafter I, II, III, IV	\$93 - \$103 - \$111 - \$123

**CONSTRUCTION ADMINISTRATION/QSP-QSD**

Senior Construction Administrator	\$185
Resident Engineer	\$137
Field Engineer I, II, III	\$124 - \$142 - \$162

**SERVICES AND EXPENSES**

Project Assistant	\$77
Clerical/Administrative Assistant	\$65
Delivery Services	\$35

**Cumming—Cost Estimation**

---

	<b>Hourly Rates</b>
Sr. Vice President / Regional Vice President	\$235
Director of Cost Management	\$195
Associate Director	\$185
Senior Cost Manager	\$175
Cost Manager	\$160
Cost Management / Technician / Coordinator	\$115

**Hort Science—Arborist**

---

	<b>Hourly Rates</b>
Principal	\$185
Consultant	\$160
Environmental Analyst	\$140
Arborist	\$120
GIS/CAD specialist	\$120
Clerk	\$60

**PAE Engineers – Mechanical, Electrical, and Plumbing Engineering**

---

<b>Labor Category</b>	<b>Hourly Rate</b>
Principal	\$310
Associate Principal	\$285
Senior Associate	\$250
Associate	\$225
Senior Engineer/Senior Designer	\$200
Lead Engineer/Lead Designer	\$185
Project Engineer/Project Designer	\$165
Staff Engineer/Designer	\$150
Engineer/Designer	\$130
CAD/BIM Operator	\$120
Graphics Designer	\$120
Project Coordinator	\$110

**Panorama Environmental – CEQA**

---

<b>Staff</b>	<b>Position</b>	<b>Project Hourly Rates</b>
Tania Treis	Principal	\$190
Susanne Heim	Director of Environmental Services	\$180
Jeremy Krout	Principal Planner	\$170
Various	Senior Planner	\$155
Caitlin Gilleran	Project Manager	\$135
Kelly Beggs, various	Environmental Planner	\$120
Sean Pagnon, various	Environmental Analyst	\$100
Corey Fong	GIS/Cartography	\$120
Geoff Hornek	Noise/Air Specialist	\$125
Dave Jorns	Production/Admin	\$110

**Watry—Parking & Circulation**

---

<b>Title</b>	<b>Rate</b>
Principal	\$ 275
Associate Principal	\$ 225
Senior Project Manager	\$ 200
Project Manager	\$ 190
Assistant Project Manager	\$ 180
Senior Project Engineer	\$ 190
Project Engineer	\$ 180
Assistant Project Engineer	\$ 170
Senior Project Architect	\$ 190
Project Architect	\$ 180
Assistant Project Architect	\$ 170
Senior Job Captain	\$ 180
Job Captain	\$ 170
Senior Designer	\$ 160
Staff Designer	\$ 150
Project Administrator	\$ 125
Administrator	\$ 115
Condition Assessment	\$ 300
Legal Expert	\$ 415
Deposition	\$ 515
Litigation	\$ 620

**Rutherford + Checkene—Structural Engineering**

---

2016 Hourly Rates-subject to change July 1, 2017 each year

Executive Principals	\$215 - \$255
Principals	\$198 - \$215
Senior Engineers	\$135 - \$198
Design Engineers	\$105 - \$135
Revit / CAD Specialists	\$108 - \$160

CITY OF SUNNYVALE CIVIC CENTER MODERNIZATION PROJECT MASTER PLAN SCHEDULE

This time line excludes additional client review, other than stated in the RFP. Note, some dates are subject to potential change or omitted.

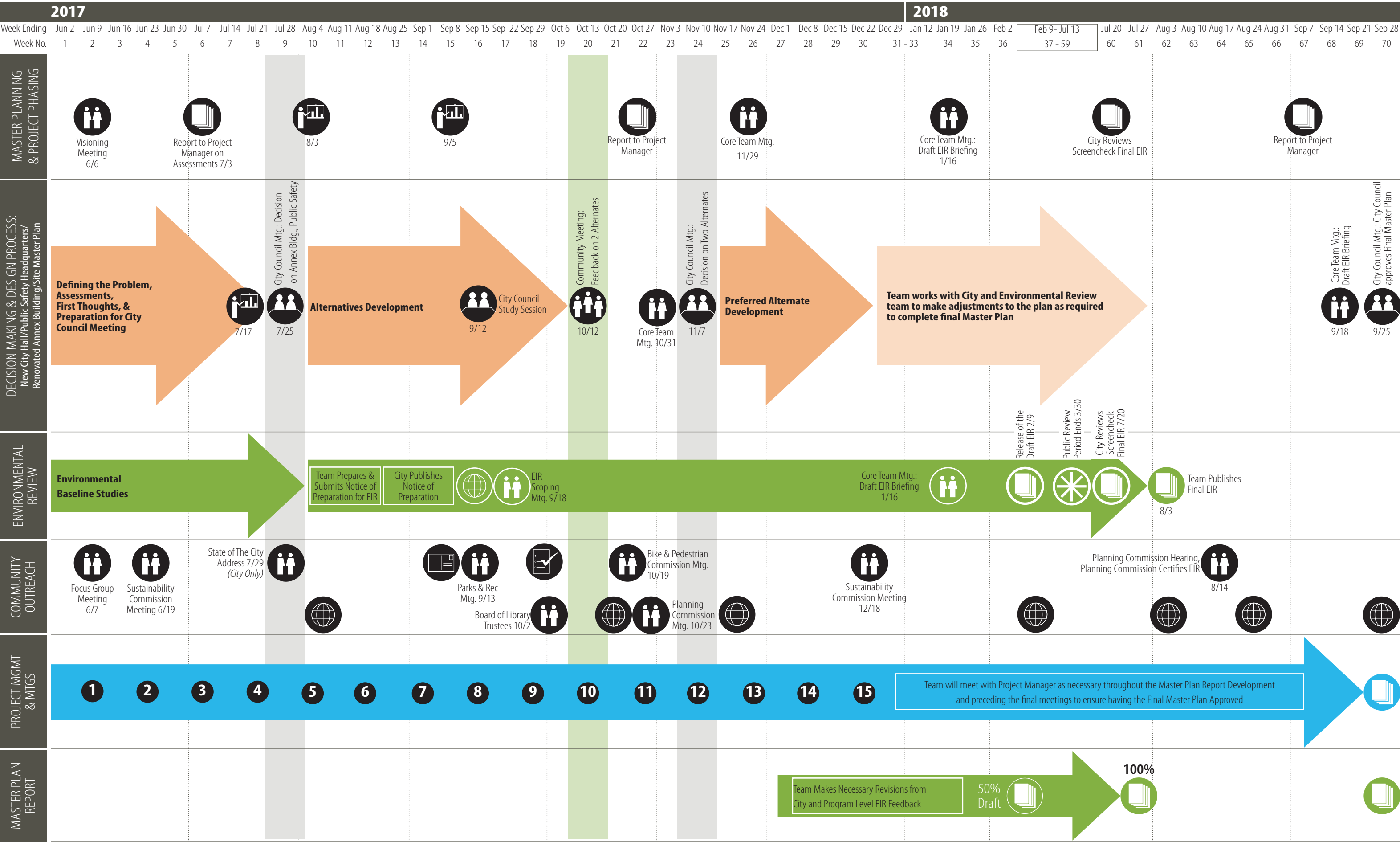


EXHIBIT B

Tasks		SmithGroupJJR													Subconsultants								ODCs	Total
Task #	Task Description (Change task titles as detailed in the scope of work)	PIC	Project Manager	Sustainability	Urban Planner	Landscape Architect	Landscape Designer	Lead Designer	Architect	Arch Support City Hall	Arch Support Annex / DSH	Admin	Total Hours	Total Labor Costs	Sustainability	Civil	Cost Estimates	Arborist	MEP	EIR \ Enviro	Struct	Parking	Other Direct Costs	Total Fee
		Juhee Cho	Todd Kohli	Kim Swanson	Michael Johnson	Mike Faulkner	Tasha Wenderlinch	Mark Roddy	Arch III	Arch I	Arch I	Susan Amil			Atelier Ten	BKF	Cumming	Hort Science	PAE	Panorama	R + C	Watry		
		\$285	\$245	\$175	\$175	\$120	\$95	\$275	\$160	\$95	\$95	\$90			Fee/Hr or LS	Fee/Hr or LS	Fee/Hr or LS	Fee/Hr or LS	Fee/Hr or LS	Fee/Hr or LS	Fee/Hr or LS	Fee/Hr or LS		
I	Master Planning & Project Phasing	9.0	18.0		8.0	40.0	60.0						135.0	\$18,875.00			\$18,180							\$37,055
II	Professional Services		40.0									24.0	64.0	\$11,960.00										\$11,960
A	New City Hall																\$22,430							\$22,430
1	Architectural Concepts	22.0	8.0					45.0	120.0	180.0			375.0	\$56,905.00										\$56,905
2	Building Floor Plan	12.0	8.0					32.0	120.0	180.0			352.0	\$50,480.00										\$50,480
3	Preliminary Landscape Plan	4.0	8.0			60.0	40.0	20.0	40.0	80.0			252.0	\$33,600.00										\$33,600
4	Sustainable Design Features			30.0				20.0	24.0	16.0			90.0	\$16,110.00	\$2,500									\$18,610
5	Construction Sequencing Plan		21.0						16.0			24.0	61.0	\$9,865.00										\$9,865
B	Public Safety Headquarters																Included Above							
1	Building Addition Feasibility Study	8.0	4.0					20.0	130.0		140.0		302.0	\$42,860.00										\$42,860
C	Renovated Annex Building																Included Above							
1	Building Floor Plan	12.0						32.0	120.0		48.0		212.0	\$35,980.00							\$2,250			\$38,230
2	Building System Assessment								26.0		34.0		60.0	\$7,390.00					\$20,000		\$20,025			\$47,415
3	Seismic Upgrade								8.0		8.0		16.0	\$2,040.00							\$9,380			\$11,420
4	Exterior Finishes	6.0						16.0	40.0		48.0		110.0	\$17,070.00										\$17,070
5	Sustainable Design Features			17.0					16.0		24.0	16.0	73.0	\$9,255.00	\$7,500									\$16,755
D	Site Master Plan																Included Above							
1	Building Location Alternatives	8.0	54.0		24.0	30.0	80.0	30.0				16.0	242.0	\$40,600.00										\$40,600
2	Circulation Study	2.0	15.0		8.0	32.0	40.0						97.0	\$13,285.00										\$13,285
3	Parking Alternatives Study	2.0	15.0		8.0	24.0	24.0						73.0	\$10,805.00								\$30,000		\$40,805
4	Open Space Plan	2.0	15.0		8.0	40.0	88.0						153.0	\$18,805.00										\$18,805
5	Sustainable Design Features			24.0		2.0		20.0				8.0	54.0	\$10,660.00	\$35,000								\$700	\$46,360
6	Land Survey		4.0										4.0	\$980.00		\$49,290							\$1,000	\$51,270
E	Environmental Review		32.0										32.0	\$7,840.00	\$1,500					\$174,145			\$1,928	\$185,413
F	Community Outreach	40.0	130.0	24.0	80.0		24.0	50.0				10.0	358.0	\$78,380.00	\$1,420									\$79,800
G	Project Management and Meetings	32.0	150.0	20.0	20.0		20.0			24.0		10.0	276.0	\$57,950.00	\$6,240			\$5,000					\$500	\$69,690
H	Master Plan Report	8.0	88.0				240.0					60.5	396.5	\$52,085.00	\$12,500			\$16,000			\$2,025			\$82,610
I	Reimbursable																						\$38,500	
K	5% Management Mark-up on Sub-consultants																						\$22,569	
L	Digital Model of City Hall - 2 concepts		4.0					8.0	30.0	24.0			66.0	\$10,260.00										
M	Digital Site Renderings of Phase 1 and at Completion		4.0			8.0	24.0	8.0	16.0	16.0			76.0	\$10,500.00										
N	City Hall Net Zero Evaluation		4.0	8.0									12.0	\$2,380.00	\$16,000									
O	5% Management Mark-up on ODCs																						\$3,260	
	Proposal Subtotal	167.0	622.0	123.0	156.0	236.0	640.0	301.0	706.0	520.0	302.0	168.5	3941.5	\$626,920	\$82,660	\$49,290	\$40,610	\$21,000	\$20,000	\$174,145	\$33,680	\$30,000	\$68,457	\$1,146,762
	Optional Services																							
A	Physical Model of Phase 1 and at Completion													\$25,000										\$25,000
B	Innovative Stand Alone Website													\$15,000										\$15,000
C	Additional Survey Gizmo (per survey)													\$1,600										\$1,600
D	Additional Community Meeting													\$10,960										\$10,960
	Total Optional Services	0	0	0	0	0	0	0	0	0	0	0	0	\$52,560	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$52,560
	Total Including Optional Services	167	622	123	156	236	640	301	706	520	302	169	3,942	\$679,480	\$82,660	\$49,290	\$40,610	\$21,000	\$20,000	\$174,145	\$33,680	\$30,000	\$68,457	\$1,199,322

## 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 claim.

#### 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.





# City of Sunnyvale

## Agenda Item

---

**17-0277**

**Agenda Date: 5/23/2017**

---

Tentative Council Meeting Agenda Calendar



# City of Sunnyvale

## Tentative Council Meeting Agenda Calendar

---

### Tuesday, June 6, 2017 - City Council

#### **Study Session**

- 17-0416** 6 P.M. SPECIAL COUNCIL MEETING (Study Session)  
Water Supply Issues and Drought Update by Representatives of the Bay Area Water Supply and Conservation Agency and Santa Clara Valley Water District

#### **Special Order of the Day**

- 17-0110** SPECIAL ORDER OF THE DAY - Ceremonial Oath of Office for Board and Commission Members

#### **Public Hearings/General Business**

- 17-0138** Adopt a Resolution to Cause Charges for Non-Payment of Delinquent Utility Charges to be placed on the FY 2017/18 County of Santa Clara Property Tax Roll
- 17-0192** Annual Public Hearing on FY 2017/18 Budget and Resource Allocation Plan and Establishment of Appropriations Limit
- 17-0530** Annual Review of Proposed Fees and Charges for Fiscal Year 2017/18
- 17-0502** Approve the Design Development of Fair Oaks Bike Lanes and Streetscape Project
- 17-0491** Proposed Project: Call for Review by the City Council of a decision by the Planning Commission approving related applications on 28 sites consisting of 51.07 gross acres:  
PEERY PARK PLAN REVIEW PERMIT: to allow the demolition of 28 existing office and industrial buildings totaling 768,665 sq. ft. and the construction of nine three-story and three four-story office buildings totaling 1,471,400 sq. ft.; a two-story and two one-story amenity buildings totaling 40,000 sq. ft.; one four-level and one three six-level above-grade parking structures; a private connector street with public vehicular and pedestrian access; and related site and offsite improvements.  
TENTATIVE MAP: to allow 28 existing parcels to be merged into seven parcels, including the abandonment of Maude Court.  
File #: 2015-7879  
Location: Various sites located on Almanor, North Mary, Benecia, Palomar, Del Rey and North Pastoria Avenues, and Maude Court.

---

Applicant / Owner: Irvine Company  
Environmental Review: The project is exempt from additional California Environmental Quality Act (CEQA) review per CEQA Guidelines section 15168(c)(2) and (4) and Public Resources Code Section 21094. The project is within the scope of the Peery Park Specific Plan Program Environmental Impact Report (EIR) as no new environmental impacts are anticipated and no new mitigation measures are required.

- 17-0577** Adopt Resolutions Authorizing the Operation of Property Assessed Clean Energy (PACE) Financing Programs Within the City of Sunnyvale, Authorize the City Manager to Execute Agreements and Other Documents Necessary to Implement the Same, and Find that the Actions are Exempt from Environmental Review under CEQA Guidelines Section 15378(b)(4)

**Tuesday, June 20, 2017 - City Council**

**Study Session**

- 17-0235** 5:30 P.M. SPECIAL COUNCIL MEETING (Study Session)  
Workshop to Present Information Regarding the City's Pension Obligations

**Public Hearings/General Business**

- 17-0137** Proposed Utility Rate Increases for FY 2017/18 Rates for Water, Wastewater, and Solid Waste Utilities for Services Provided to Customers Within and Outside City Boundaries; Finding of CEQA Exemption Pursuant to Public Resource Code Section 21080(b)(8) and CEQA Guidelines Section 15273
- 17-0193** Adoption of the FY 2017/18 Budget, Fee Schedule, and Appropriations Limit
- 17-0398** Approve Framework for Green Infrastructure Master Plan
- 17-0433** Proposed Project: Introduce an Ordinance to REZONE 63 contiguous single family home lots from R-1 (Low Density Residential) to R-1/S (Low Density Residential/Single-Story)  
Location: 1103-1129 Royal Ann Court (APNs:202-10-022 through 202-10-035), 1104-1125 North Sage Court (APNs:202-10-011 through 202-10-021), 1104-1136 Hollenbeck avenue (APNs:202-10-038 through 202-10-044), 602-696 West Remington Drive (APNs:202-10-045 through 202-10-063), 611-699 Sheraton Drive (APNs:202-10-002 through 202-10-005, 202-10-036 and 202-10-037), 1115-1123 Smyrna Court (APNs:202-10-006 through 202-10-010) and 1103 Spinosa Drive (APN: 202-10-001).  
File #: 2017-7095  
Zoning: R-1  
Applicant / Owner: Howard Meuller (plus multiple owners)  
Environmental Review: The Ordinance being considered is categorically exempt from review pursuant to CEQA Guidelines Section 15305 (minor

---

alteration in land use) and Section 15061(b)(3) (a general rule that CEQA only applies to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the action may have a significant effect on the environment, the activity is not subject to CEQA).

**17-0529** Review and Approve Recommendations from the Community Event and Neighborhood Grant Distribution Subcommittee

**17-0531** FY 2017-18 General Fund Human Services Grant Funding Allocations

**Tuesday, July 11, 2017 - City Council**

**Closed Session**

**17-0236** 5 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**

**17-0576** 6 P.M. SPECIAL COUNCIL MEETING (Study Session)  
Lakewood Branch Library and Learning Center Feasibility Study Update

**Special Order of the Day**

**17-0351** SPECIAL ORDER OF THE DAY - Parks and Recreation Month

**Public Hearings/General Business**

**17-0135** Proposed Project: Introduction of Ordinance to REZONE 49 contiguous single family home lots from R-1 (Low Density Residential) to R-1/S (Low Density Residential/Single-Story)  
File #: 2016-7734  
Location: 801-825 Ticonderoga Drive (Assessor's Parcel Number 202-18-003 through 202-18-006 and 202-18-046), 849-891 Ticonderoga Drive (202-21-018 through 202-21-025), 850-886 Somerset Drive (202-21-007 through 202-21-013), 1150 Revere Drive (202-20-004), 1150-1166 Shenandoah (202-20-033 through 202-20-036), 1151-1157 Shenandoah (202-20-031 and 202-20-032), 861-879 Somerset (202-20-001 through 202-20-003), 1130-1194 Pimento Avenue (202-18-007 through 202-18-018), 1149-1167 Pimento Avenue (202-20-045 through 202-20-048), 1181-1199 Pimento Avenue (202-21-014 through 202-21-017), 1149-1161 Plum Avenue (202-18-023 through 202-18-025).  
Zoning: R-1  
Applicant / Owner: Molly Kauffman (plus multiple owners)  
Environmental Review: The Ordinance being considered is categorically exempt from review pursuant to CEQA Guidelines Section 15305 (minor

---

alteration in land use) and Section 15061(b)(3) (a general rule that CEQA only applies to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the action may have a significant effect on the environment, the activity is not subject to CEQA).

- 17-0410** Introduce an Ordinance Mandating Use of Online or Electronic Filing of Campaign Statements and Statements of Economic Interests, and Find that the Action is Exempt from CEQA Pursuant to CEQA Guidelines Section 15061(b)(5)
- 17-0429** Adopt a Resolution to Approve the Final Engineer's Report, Confirm the Assessment, and Levy Annual Assessment for The Downtown Parking Maintenance District Assessment for Fiscal Year 2017/18
- 17-0578** Approve the Concept of Constructing an Inclusive Playground at Fair Oaks Park and Authorize the City Manager to Execute an Agreement Between Magical Bridge Foundation and the City of Sunnyvale for Design and Construction Services Related to the Playground.
- 17-0579** Approve the Conceptual Design for the Washington Community Swim Center Project

**Tuesday, July 25, 2017 - City Council**

**Closed Session**

- 17-0571** Closed Session held pursuant to California Government Code Section 54957:  
PUBLIC EMPLOYEE PERFORMANCE EVALUATION  
Title: City Manager

**Public Hearings/General Business**

- 17-0188** Proposed Project: Related applications on a 2.1-acre site:  
REZONE: Introduction of an Ordinance to rezone the property at 1314-1320 Poplar Ave. from R-1/ECR (Low Density Residential/Precise Plan for El Camino Real) to C-2/ECR (Highway Business Commercial/Precise Plan for El Camino Real); and  
SPECIAL DEVELOPMENT PERMIT: Redevelop a former mobile home park (Conversion Impact Report certified and closure approved in January 2016) and existing duplex property into a 108-unit apartment complex, where 20% of units will be affordable to very low income households. The complex will consist of one five-story building (four stories above amenities and parking on the ground floor plus one level of parking underground) facing El Camino Real and one three-story building facing Poplar Ave. Location: 1008 E. El Camino Real (APN 313-03-011) and 1314-1320 Poplar Ave. (APN 313-03-013)  
File #: 2016-7293  
Applicant / Owner: St. Anton Communities / Sunnyvale Park LLC;

---

Alhambra Apartments LP  
Environmental Review: Mitigated Negative Declaration

**17-0385** Adopt a Resolution Confirming the Report and Assessment List for Unpaid  
Administrative Citations to be Placed on the FY 2017/18 County of Santa  
Clara Property Tax Roll

**Tuesday, August 8, 2017 - City Council**

**Study Session**

**17-0203** 6 P.M. SPECIAL COUNCIL MEETING (Study Session)  
Board and Commission Interviews (As needed)

**Public Hearings/General Business**

**17-0368** Agenda items pending- to be scheduled

**Tuesday, August 15, 2017 - City Council**

**Public Hearings/General Business**

**16-1077** El Camino Real Corridor Plan Vision Statement and Land Use Alternatives

**17-0121** 2017 2nd Quarterly Consideration of General Plan Amendment Initiation  
Requests

**Tuesday, August 22, 2017 - City Council**

**Closed Session**

**17-0572** Closed Session held pursuant to California Government Code Section  
54957:  
PUBLIC EMPLOYEE PERFORMANCE EVALUATION  
Title: City Manager

**Public Hearings/General Business**

**17-0204** Appoint Applicants to Boards and Commissions

**Tuesday, September 12, 2017 - City Council**

**Special Order of the Day**

**17-0483** SPECIAL ORDER OF THE DAY - Ceremonial Oath of Office for Board and  
Commission Members

**Public Hearings/General Business**

**17-0093** Agenda items pending- to be scheduled

---

**Tuesday, September 26, 2017 - City Council**

**Public Hearings/General Business**

**17-0094**                      Agenda items pending- to be scheduled

**Tuesday, October 3, 2017 - City Council**

**Special Order of the Day**

**17-0352**                      SPECIAL ORDER OF THE DAY - Arts and Humanities Month

**Public Hearings/General Business**

**17-0095**                      Agenda items pending- to be scheduled

**Tuesday, October 17, 2017 - City Council**

**Public Hearings/General Business**

**17-0096**                      Agenda items pending- to be scheduled

**Tuesday, November 7, 2017 - City Council**

**Study Session**

**17-0239**                      6 P.M. SPECIAL COUNCIL MEETING (Study Session)  
Board and Commission Interviews (As needed)

**Public Hearings/General Business**

**17-0122**                      2017 3rd Quarterly Consideration of General Plan Amendment Initiation  
Requests

**Tuesday, November 28, 2017 - City Council**

**Public Hearings/General Business**

**17-0240**                      Appoint Applicants to Boards and Commissions

**Tuesday, December 12, 2017 - City Council**

**Study Session**

**17-0108**                      6 P.M. SPECIAL COUNCIL MEETING (Study Session)  
Discussion of Upcoming Selection of Vice Mayor for 2018

**Special Order of the Day**

**17-0484**                      SPECIAL ORDER OF THE DAY - Ceremonial Oath of Office for Board and

---

Commission Members

**Public Hearings/General Business**

**17-0089**                      Agenda items pending- to be scheduled

**Tuesday, December 19, 2017 - City Council**

**Closed Session**

**17-0237**                      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

**17-0238**                      6 P.M. SPECIAL COUNCIL MEETING (Closed Session)  
Closed Session held pursuant to California Government Code Section  
54957: PUBLIC EMPLOYEE PERFORMANCE EVALUATION  
Title: City Attorney

**Public Hearings/General Business**

**17-0159**                      Receive and File the FY 2016/17 Budgetary Year-End Financial Report,  
Comprehensive Annual Financial Report (CAFR) and Approve Budget  
Modification No. XX and Sunnyvale Financing Authority Financial Report

**Tuesday, January 9, 2018 - City Council**

**Public Hearings/General Business**

**17-0091**                      Agenda items pending- to be scheduled

**Tuesday, January 23, 2018 - City Council**

**Public Hearings/General Business**

**17-0092**                      Agenda items pending- to be scheduled

**Friday, January 26, 2018 - City Council**

**Study Session**

**17-0099**                      8:30 A.M. SPECIAL COUNCIL MEETING  
Strategic Session-Prioritization & Policy Priorities Update

**Tuesday, February 6, 2018 - City Council**

**Public Hearings/General Business**

**17-0123**                      2017 4th Quarterly Consideration of General Plan Amendment Initiation  
Requests



---

**Friday, February 16, 2018 - City Council**

**Public Hearings/General Business**

**17-0101**                      8:30 A.M. SPECIAL COUNCIL MEETING  
Study/Budget Issues Workshop

**Tuesday, February 27, 2018 - City Council**

**Public Hearings/General Business**

**17-0102**                      Agenda items pending- to be scheduled

**Date to be Determined - City Council**

**Public Hearings/General Business**

**16-0618**                      File #: 2015-7756 Consider Below Market Rate Alternative Compliance  
Plan for the Ownership Project at 803 El Camino Real

**16-1103**                      Consider MP Eight Trees LLC Proposal for \$2,600,000 in Housing  
Mitigation Funds (HMF) for Rehabilitation of Eight Trees Apartments,  
Approve Budget Modification No. \_\_\_\_ to Appropriate Funding from the  
Housing Fund, Hold Tax Equity and Fiscal Responsibility Act (TEFRA)  
Hearing, and Adopt Resolution Related to Proposed Issuance of Tax  
Exempt Revenue Bonds

**17-0469**                      Evaluate Proposing a Charter Amendment to Revise Section 604  
regarding Filling Vacant Council Seats by Special Election (Study Issue,  
January 2018)

**17-0470**                      Potential Membership in the Global Network of Age-Friendly Cities and  
Communities (Study Issue, June 2017)

**17-0471**                      Eco-district Feasibility and Incentives (Study Issue, November 2017)

**17-0568**                      Approve Administrative Budget Modification No. [X] to Appropriate \$90,000  
of Silicon Valley Energy Watch Grant Funds for a Residential Energy  
Efficiency Program



# City of Sunnyvale

## Agenda Item

---

**17-0360**

**Agenda Date: 5/23/2017**

---

Information/Action Items

**2017 INFORMATION/ACTION ITEMS**  
**COUNCIL DIRECTIONS TO STAFF**

No.	Date Assigned	Directive/Action Required	Dept	Due Date	Date Completed
1.	8/18/15	Look for potential matching funds for the Lawrence/Wildwood project and adjust TIF assumptions as needed	DPW	May 2017	
2.	12/13/16	Provide information about how workers compensation insurance costs have changed over the last several years	HR/FIN	5/23/17	
3.	4/11/17	Prepare an Information Only Report to Council informing Council of potential ways the City could work to reduce the jobs/housing ratio in the future	CDD		
4.	5/9/17	Follow up with the City Manager to plan additional outreach to neighbors near the downtown Caltrain Station who may be impacted by the new paid parking system	DPW	May 2017	

# **NEW STUDY/BUDGET ISSUES SPONSORED BY COUNCIL IN 2017**

No.	Date Requested	Study Issue Title	Requested By	Dept	Issue Paper Approved by City Manager
		No new Council-sponsored Study Issues			



# City of Sunnyvale

## Agenda Item

---

**17-0369**

**Agenda Date: 5/23/2017**

---

Study Session Summary of May 16, 2017 - Board and Commission Interviews

**Call to Order:**

Mayor Hendricks called the meeting to order at 5:03 p.m.

**City Councilmembers Present:**

Mayor Glenn Hendricks

Vice Mayor Gustav Larsson (arrived at 5:05 p.m.)

Councilmember Jim Griffith

Councilmember Larry Klein

Councilmember Nancy Smith

Councilmember Russ Melton (arrived at 5:45 p.m.)

Councilmember Michael S. Goldman

**City Councilmembers Absent:**

None.

**Public Comment:**

No speakers.

**Study Session Summary:**

The following individuals were interviewed for vacancies on boards and commissions:

Neela Shukla - Planning Commission

Yonghong Shen - Board of Building Code Appeals

Scott Brizzolara - Planning Commission

Sheldon Tounzen - Sustainability Commission - Category One

Scott Swail - Bicycle and Pedestrian Advisory Commission - Category One

Sridharan Srinivasan - Bicycle and Pedestrian Advisory Commission - Category One (1st preference), Personnel Board (2nd preference)

Sekari Vaidyanathan - Board of Library Trustees

Richard Condon - Bicycle and Pedestrian Advisory Commission - Category One

Rhonda Bekkedahl - Housing and Human Services Commission

Darien Laird - Arts Commission

Ken Hiremath - Housing and Human Services Commission

Susan Bremond - Bicycle and Pedestrian Advisory Commission - Category One or Category Two

Dixie Larsen - Heritage Preservation Commission

**Adjournment:**

Vice Mayor Larsson adjourned the meeting at 8:28 p.m.



# City of Sunnyvale

## Agenda Item

---

**17-0539**

**Agenda Date: 5/23/2017**

---

Study Session Summary of May 17, 2017 - Board and Commission Interviews

**Call to Order:**

Mayor Hendricks called the meeting to order at 5:02 p.m.

**City Councilmembers Present:**

Mayor Glenn Hendricks  
Vice Mayor Gustav Larsson  
Councilmember Jim Griffith  
Councilmember Larry Klein  
Councilmember Nancy Smith  
Councilmember Russ Melton  
Councilmember Michael S. Goldman

**City Councilmembers Absent:**

None.

**Public Comment:**

No speakers.

**Study Session Summary:**

The following individuals were interviewed for vacancies on boards and commissions:

Minjung Kwok - Housing and Human Services Commission

Catherine Barry - Bicycle and Pedestrian Advisory Commission - Category One and Two

Adriana Imbre - Sustainability Commission - Category Two

Stephen Joesten - Sustainability Commission - Category Two

Daniel McCune - Parks and Recreation Commission

Bruce Paton - Sustainability Commission - Category One

Ken Olevson - Planning Commission

Dawna Eskridge - Arts Commission

Howard Woo - Parks and Recreation Commission (1st preference), Sustainability Commission - Category One (2nd preference)

Justin Brown - Personnel Board (1st preference), Bicycle and Pedestrian Advisory Commission - Category One (2nd preference)

Laura Alvarez-Santos - Sustainability Commission - Category One

Diana Gilbert - Housing and Human Services Commission

Mason Fong - Planning Commission (1st preference), Housing and Human Services Commission (2nd preference), Sustainability Commission - Category One (3rd preference)

Sartaj Chanchal - Planning Commission

Amanda Richey - Housing and Human Services Commission (1st preference), Arts Commission (2nd preference)

**Adjournment:**

Mayor Hendricks adjourned the meeting at 9:13 p.m.